

# LEGAL & GENERAL

## LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

THE  
PERFECTED SYSTEM  
OF  
LIFE  
ASSURANCE.

Total Funds - - - £9,000,000.  
Income, 1912 - - - £1,185,000.

## TRUSTEES.

THE EARL OF HALSBURY.  
The Hon. Mr. Justice DEANE.  
ROMER WILLIAMS, Esq., D.L., J.P.  
CHAR. P. JOHNSON, Esq., J.P.  
ROBERT YOUNGER, Esq., K.C.

## DIRECTORS.

Chairman.  
ROMER WILLIAMS, Esq., D.L., J.P.  
Buckmaster, S. O., Esq., K.C., M.P.  
Chadwyck-Healey, Sir Charles E. H.,  
K.C.B., K.C.  
Channell, The Hon. Mr. Justice.  
Deane, The Hon. Mr. Justice.  
Farrer, Henry L., Esq.  
Finch, Arthur J., Esq., J.P.  
Follett, John S., Esq., J.P.

Deputy-Chairman.  
CHARLES P. JOHNSON, Esq., J.P.  
Freke, John W. C., Esq.  
Halvane, Francis G., Esq., W.S.  
Pattison, Walter B., Esq.  
Rawle, Thomas, Esq.  
Rider, J. E. W., Esq.  
Saltwell, Wm. Henry, Esq.  
Tweedie, R. W., Esq.  
Younger, Robert, Esq., K.C.

## BONUS RECORD.

|      |       |                             |
|------|-------|-----------------------------|
| 1891 | - - - | 36/- % per annum, compound. |
| 1896 | - - - | 38/- % " "                  |
| 1901 | - - - | 38/- % " "                  |
| 1906 | - - - | 38/- % " "                  |
| 1911 | - - - | 38/- % " "                  |

### WHOLE LIFE ASSURANCE AT MINIMUM COST UNDER THE SOCIETY'S PERFECTED MAXIMUM TABLE.

### ALL CLASSES OF LIFE ASSURANCE AND ANNUITIES GRANTED.

### ESTATE DUTIES.

Policies are granted at specially low rates for Non-Profit Assurances, and these are particularly advantageous for the purpose of providing Death Duties and portions for younger children.

### LOANS.

These are granted in large or small amounts on Reversionary Interests of all kinds and other approved Securities, and transactions will be completed with a minimum of delay.

HEAD OFFICE: 10, FLEET ST., LONDON, E.C.

## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, AUGUST 2, 1913.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

## GENERAL HEADINGS.

|  |     |                         |     |
|--|-----|-------------------------|-----|
| CURRENT TOPICS.....                              | 711 | NEW ORDERS, &c.....     | 718 |
| THE REAL PROPERTY AND CONVEY-<br>ANCINGILLS..... | 718 | SOCIETIES.....          | 718 |
| RECENT CASES ON WORKMEN'S COMPEN-<br>SATION..... | 714 | LEGAL NEWS.....         | 719 |
| REVIEWS.....                                     | 715 | WINDING-UP NOTICES..... | 720 |
|  |     | CREDITORS' NOTICES..... | 721 |
|  |     | BANKRUPTCY NOTICES..... | 721 |

## Cases Reported this Week.

|   |     |
|---|-----|
| Barry v. Minturn .....  | 715 |
| Casey v. Humphries .....  | 716 |
| Hewson and Others v. Shelley .....  | 717 |
| John Brinsmead & Sons (Lim.) v. E. G. Stanley Brinsmead<br>and Others ..... | 716 |
| The Tyne Tees Shipping Co. (Lim.) v. Whitlock .....                         | 716 |
| Thomas Johnson's Settled Estates, Re.....                                   | 717 |

## Current Topics.

## The Long Vacation.

FROM the notice which we published last week it appears that Mr. Justice ASTBURY will be the Vacation Judge for the first part of the vacation, this distinction falling to him by virtue of his recent accession to the Bench. He has doubtless learned, from his short experience, to appreciate Sir CHARLES SWINFEN EADY's remark before the King's Bench Commission: "I think the maximum amount of work that can be obtained out of any human judicial personage is obtained out of the Chancery judges"; and Sir CHARLES, in common with other "judicial personages," was naturally opposed to the shortening of the Long Vacation. No one grudges the Bench its well-earned holiday, but the practically total cessation of work for ten weeks is an arrangement not likely to last for ever. Possibly the Vacation Judges this year will not be so ready to discourage business as has been the case in recent years.

## The Expenses of the Supreme Court.

IT APPEARS from a return just issued of the receipts and expenditure of the High Court of Justice and Court of Appeal, that the total amount received for the year ended the 31st of March last for fee stamps in the Supreme Court was £357,800 3s. 1d.; miscellaneous receipts, including £23,110 in lunacy and £16,845 19s. 2d. in the district registries, were £55,415 9s. 10d.; and there is also brought into credit £70,583 10s. 9d., the notional income of cancelled stock. This makes a total of £483,799 3s. 8d. The debit total is £692,675 17s. 1d., the chief items in which are £208,882 9s. 5d. for salaries and pensions of judges, and £240,300 17s. 8d. for officers. Thus the balance is on the wrong side, but there is no reason why the courts should be maintained at the sole expense of litigants, and the substantial contributions which litigants make should prevent any grumbling at the increase of the number of the judges to an extent sufficient to enable the business to be properly disposed of.

## The Work of the Land Registry.

A RETURN just issued of the work done at the Land Registry, shows that in the years 1910, 1911, and 1912 the freehold titles registered as absolute were 126, 140, and 520,

and as possessory 2,115, 2,271 and 2,102; the leasehold titles registered as "good leasehold" were 1,885, 1,781, and 1,986, and as possessory 2,688, 2,594, and 2,326. No titles were registered as qualified. In 1911 there were five, and in 1912 two absolute leasehold titles. The total number of separate estates on the register under the Land Transfer Acts, 1875 to 1897, on 31st December, 1912, was (i) by first registration, 147,284; (ii) by subdivision, 13,723; and (iii) by transfer from the 1862 register, 2,019; altogether 163,026. The registrations in 1912, under the Land Charges, &c., Act, 1888, and Land Charges Act, 1900, were 1,394, the official searches 6,895, and other searches 30,626. Under the Middlesex Registry the registrations were 25,825, and the searches 12,247. The fees received at the Registry were £56,698, and the expenses £51,556. The latter sum includes an annuity for £9,348, which will defray the cost of the new Land Registry Office in 40 years. The registrar points out that "a good deal of the cost now being incurred is in the nature of capital expenditure, though defrayed out of income. In this class must be reckoned most of the work done on the original registration of each property, also a large part of the building annuity." This may be true, but it does not touch the fact that the fees are paid for services which many of the persons affected would gladly dispense with.

#### The Revenue Bill and Negative Values.

WE STATED last week the general effect of the provisions of the Revenue Bill in altering the system of valuation and collection of duty under Part I. of the Finance Act, 1910, and we noticed that clause 6 further defines the mode in which the reduction of 10 per cent. on increment value is to be made under section 3 (5) of that Act. It is not apparent at first sight, and it certainly escaped our attention, that the clause is intended to deal with a practical difficulty arising out of the recognition of negative quantities as representing site values. In the recent case of *Inland Revenue Commissioners v. Herbert* (*ante*, p. 516), the House of Lords decided that the assessable site value may be a *minus* quantity, and this results from the fact that the burdens upon land, such as rent-charges, may be so great as to exceed the unencumbered site value. Since they have to be deducted in arriving at assessable site value, this latter value then works out at a negative figure. A subsequent rise in value diminishes this figure, or turns it into a positive figure, and there results an increment which is, of course, a positive figure, and which, according to the above decision, must bear increment value duty. This result clause 6 of the Revenue Bill does not touch, but in *Herbert's Case* attention was called to the effect of section 3 (5) of the Finance Act, 1910, under which the increment value is to be reduced, for the purpose of duty, by ten per cent. of the original site value. If the original site value is negative, ten per cent. of it is also negative, and the deduction of this means that the increment value is increased instead of diminished. Thus if the site value has risen from - £1,000 to - £700, the increment is £300, and deducting one-tenth of - £1,000, i.e., - £100, the duty is levied on £400. In the Court of Session this absurdity was treated as a reason for refusing recognition to negative values altogether. The House of Lords did not adopt the same view, but no certain indication was given as to how the difficulty was to be met. This is done by clause 6 of the Revenue Bill, the latter part of which provides that, where the site value is less than £100—which, of course, includes negative site values—the reduction is to be ten per cent. of the increment value, and not of the assessable site value. In the above case the increment of £300 would be reduced to £270. This gets over the arithmetical difficulty, but since the new mode of calculation can never lead to entire remission of duty, it does not give the relief originally contemplated by the statute.

#### The Enforcement of Restrictions on Employees.

WE EXPRESSED the opinion recently (*ante*, p. 316), in commenting on the judgment of SCRUTTON, J., in *Continental Tyre and Rubber Co. v. Heath* (29 T. L. R. 308)—where a traveller in the employment of the plaintiffs was held bound by a covenant

in restraint of his obtaining employment—that such covenants had been too readily admitted in practice, and that the argument for enforcing them is unsound, since there is no real freedom of contract when the agreement is made. This view, we are glad to see, is supported by the judgments given in the House of Lords in *Mason v. Provident Clothing Co.* (*Times*, 28th ult.), reversing the Court of Appeal (*ante*, p. 58). The appellant was a collector and canvasser in the respondents' service under an agreement, terminable at short notice, which bound him not to enter into a competing service "within 25 miles of London." In any such case the covenantor has to shew that the covenant, which is *prima facie* void as being in restraint of trade, is reasonably necessary for his protection, and the House of Lords held that this proof was not given, and that the 25 miles radius could not be severed into a reasonable radius as to which the covenant would be good, and a further radius as to which it would be bad. But Lord MOULTON commented strongly on the oppressive nature of these covenants, the real force of which depended on the "terror and expense of litigation, in which the servant was usually at a great disadvantage in view of the longer purse of his master." In the present case the matter had worked its way from the county court judge, who was against the employee, to the Divisional Court, who were in his favour; thence to the Court of Appeal, who were against him; and, lastly, to the House of Lords, who gave him the final victory.

#### Costs Following the Event.

OUT OF the turf libel case, *Wootton v. Sievier*, there has arisen incidentally a situation which we believe to be quite unprecedented. After a trial of about a fortnight this *cause célèbre*, as our readers know, ended in a verdict for the plaintiff of one farthing. Such a verdict at once opened up a question as to costs, and forced the judge to decide a most delicate and difficult problem. In the subsequent proceedings which we are about to comment on, Mr. Justice DARLING stated that his fellow judges have on several occasions discussed this problem among themselves, and hold very different opinions. In the High Court, as a general rule, costs are in the discretion of the trial judge (Rules of the Supreme Court, Ord. LXV. r. 1); but to this there are several exceptions. The only one relevant to our present purpose is that laid down by the rule just quoted, to the effect that the costs of any action tried with a jury follow the "event," unless the trial judge or the court "for good cause" otherwise orders; the "event" has been decided to mean the final judgment which determines the litigation: *Forster v. Farquhar* (1893, 1 Q. B. D. 564). Now a great many different things have been held to be "good cause" such as will justify the court in depriving a plaintiff or defendant of his costs, or even in ordering the successful plaintiff to pay the defendant's costs; a successful defendant, however, can never be ordered to pay all the plaintiff's costs: *Dicks v. Yates* (1881, 18 Ch. D. 76, 85). Summarized briefly, the kinds of "good cause" recognized are either (1) failure on the more important issues while successful on an unimportant one: *Roberts v. Jones* (1891, 2 Q. B. D. 194); (2) oppressive or vexatious or unreasonable conduct by either plaintiff or defendant prior to action brought or during the proceedings: *Bostock v. Ramsay Urban District Council* (1900, 2 Q. B. 616); or (3) the recovery of "contemptuous" damages, *Dipping v. Jepson* (1906, 22 T. L. R. 743). The last ground, namely, the recovery of a farthing or "contemptuous damages," is the one generally acted on in practice by judges as a sufficient reason for refusing to a successful plaintiff the costs which, in the ordinary course, would go to him.

#### The Jury's Opinion as to Costs.

IT WILL be seen, then, that Mr. Justice DARLING had power to refuse the successful plaintiff his costs, if, in his discretion, he thought fit to do so; the plaintiff's recovery of "one farthing" was "good cause" within the meaning of the rule sufficient to give the judge a right to exercise his discretion. He was asked either to refuse costs or to leave the matter over for argument, but declined in terms which subsequently became important. His lordship had said: "No. I do not think so. I think I can see exactly why the jury did not give heavy damages, and I think anybody who reads the case will understand it. I

shall not interfere with the ordinary course of law." The result, of course, was that the defendant would have to pay to the plaintiff thousands of pounds in costs; and this was pointed out in the Press. Thereupon, a jurymen wrote to the defendant's solicitors a letter, the terms of which were not made public, but which it appears, from a remark of Mr. F. E. SMITH in court, contained a statement to the effect that "all the jury without exception" did not consider the result to be the result intended by them. The defence then made an application to the judge to ascertain the views of all the jurymen, and his lordship did so; he caused or permitted letters to be sent to all the jurymen for the purpose of ascertaining their views. All but one of the jurors sent in replies which had not been opened but remained sealed. An application was then made to the judge to reopen the question of costs, on the ground that he had now "good cause," namely, the opinion of the jury for depriving the plaintiff of his costs. Such an application, by the way, is perfectly regular; the House of Lords has decided that, even after refusing to exercise his discretion at the trial, the judge is entitled to hear both sides, and make an order exercising it; he is not *functus officio*: *Huxley v. West London Railway* (1889, 14 A. C. 26). But the ascertainment of the jury's opinion with a view to that end is surely quite novel; it is for the judge, not the jury, to exercise the discretion of the court; although he is entitled to consider the opinion of the jury as to the meaning of their verdict and the merits of the case: *Williams v. Ward* (1886, 55 L. J. Q. B. 566). Mr. Justice DARLING, however, did not proceed to open the jurymen's replies, and reaffirmed his former refusal to deprive WOOTTON of his costs; he explained that he had collected the opinion of the jury merely to assist the Court of Appeal. This, however, seems very strange; since, although there is an appeal as to whether or not "good cause" exists, yet when it exists (as it admittedly does here), there is no appeal against the judge's exercise of his discretion (*Huxley's case, supra*). The course adopted by Mr. Justice DARLING seems inconvenient as well as novel, and we hope it will not become a precedent.

#### The Legal Status of a Horse.

THE HORSE does not hold so assured a position in the legal hierarchy as does the dog. "The law," said Lord HOLT in *Mason v. Keeling* (1699, 12 Mod. 332, at p. 335), "takes notice that a dog is not of a fierce nature, but rather the contrary," hence proof of *scienter* is necessary in order to render its owner liable for the wrongs that it may do, except so far as statute has otherwise enacted (e.g., injuries to cattle are actionable without proof of *scienter* under the Dogs Act, 1906). In other words, it is not nuisance to keep a dangerous dog which does damage, but it is nuisance knowingly to keep such a dog; the old declaration in its Latin form ran: *Quod defendens quendam canem ad mordendum oves consuetum scienter retinuit* (1 Rolles' Abridgment, 4). But no such simple rule applies to the horse; the necessity of *scienter* or not depends upon whether the circumstances in which he is left at large are such that it is natural or not for him to do damage; in the former case, his master is liable without proof of *scienter*, but in the latter case only upon proof of it: *Cox v. Burbidge* (1863, 13 C. B., N. S. 430). Thus it has been decided that it is natural for strange horses to kick one another if left at large in a field (*Lee v. Riley*, 1865, 18 C. B., N. S. 722); it is likewise natural for a stallion to bite and kick a mare (*Ellis v. Loftus Iron Co.*, 1874, L.R. 10 C. P. 10); but it is not natural for a horse straying on a highway to kick a human being (*Cox v. Burbidge, supra*). This last case has just been followed by the Court of Appeal in *Bradley v. Wallaces (Limited)* (1913, W. N. 239). Here a person doing business at a yard where men were employed, brought in his horse and left it unattended while he entered the office; one of the men employed was kicked by it as he passed, and died of his injuries. The county court judge, before whom the case came in the first instance on a third party order under section 6 of the Workmen's Compensation Act, 1906, held that the bringing of the horse was a trespass, and that therefore the owner was liable for the trespass of his animal without proof of *scienter*: *May v. Burdett* (1846, Q. B. 101). The Court of Appeal, however, held that the absolute liability of a man for the trespasses of his cattle only applies to animals whose known

character it is to commit the kind of damage which actually has resulted from the trespass; in all other cases *scienter* must be established. Since *Cox v. Burbidge (supra)*, decided that the kicking of human beings on highways by an unattended horse is not part of its known character, and since the known character of a horse is the same whether it is lawfully on a highway or trespassing, the owner could not be held liable in the present circumstances.

## The Real Property and Conveyancing Bills.

### I.

WE have already (*ante*, p. 682) given a general sketch of the two Bills introduced by the Lord Chancellor for the amendment of the law of real property and of land transfer. Those of our readers who have had the opportunity of studying the Bills will probably agree with our comment that, in the attempt to simplify the law, it is possible that they may add to its complications; and there is no doubt that they require to be carefully considered before they can be accepted as a solution of existing difficulties. But, of course, they are not to be condemned because at first sight they appear difficult. They are the work of a committee which included Sir PHILIP GREGORY, Sir CHARLES FORTESCUE-BRICKDALE, Mr. HILLS and Mr. B. L. CHERRY, and from the speech made by the Lord Chancellor on their introduction it is clear that he himself has given a great deal of time and attention to the matter. Hence the Bills start with a strong presumption that every effort has been made to produce a sound working scheme, and it is possible that the difficulties which appear at first sight will vanish on more attentive study.

It is, perhaps, unfortunate that the two Bills have been introduced together, and also that they comprise so many different subjects. To a large extent they represent arrears of legislation, and are not specially connected with land transfer and the registration of title. Thus Part I. of the Real Property Bill, consisting of twenty-five clauses, is practically identical with the Settled Land Bill, which was prepared on the instruction of the Council of the Law Society, and has been several years before Parliament. It was originally one of several Bills. Two of these have become the Married Women's Property Act, 1907, and the Conveyancing Act, 1911. The Settled Land Bill had not the same success, and hence it forms part of the Lord Chancellor's scheme, and adds materially to the length of the Real Property Bill. It is, however, a matter to be considered rather in connection with the Settled Land Acts than with the present scheme. Then, again, Parts II. and III. of the Real Property Bill, which provide for the abolition of copyhold and other special tenures, are not particularly connected with the question of land transfer. No doubt the proposed abolition will simplify the transfer of land, but this would be equally the case whether the question of land transfer was being dealt with or no. And Part V., which repeals and re-enacts, with amendments, Part I. of the Land Transfer Act, 1897, is in the same position. The amendments may be useful, but, speaking generally, they are not specially relevant to the question of land transfer. This leaves, as the chief matters for present consideration, Part IV. which contains amendments relating to the general law, and Part VI. which contains amendments of the Land Transfer Acts, 1875 and 1897.

It might have been better policy if this division of the subject matter of the Real Property Bill had been remembered, and if there had been separate Bills dealing with settled land, copyhold tenure and the real representative. At any rate, the convenient course here will be to leave these parts of the Bills out of consideration for the present, and concentrate our attention on what is really relevant to the question of land transfer, whether off or on the register. There will then remain in the Real Property Bill, the 14 clauses in Part IV. dealing with the general amendments of the law, and the 20 clauses in Part VI. dealing with the Land Transfer Acts; altogether 34 clauses instead of 82. This is a material lightening of the matter. It may be pointed out that

even if the Bills were passed in their present form it is not intended that they should permanently cumber the statute book. "It is, of course, recognized," says the explanatory memorandum which has been issued (Parl. Paper 119, p. 31), "that the alterations to be made in the Land Transfer Acts, 1875 and 1897, and the general law by the Real Property Bill and [the Conveyancing Bill] must necessarily lead to the early introduction of a Bill or Bills for consolidating the whole of the enactments relating to the registration of the title to land, and for consolidating the Settled Land Acts," and also, we may add, the Conveyancing Acts.

It is not possible in the same way to lighten the burden of the Conveyancing Bill, and it is on the practicability and convenience of the proposals contained in this Bill that the success of the scheme will depend. But before commencing the consideration of the Bill it will be convenient to state the situation with which it has to deal. Briefly put, the situation is as follows. In the early part of the last century the practice of conveyancing was enormously simplified, chiefly by the Fines and Recoveries Act, 1833, and the Real Property Act, 1845. But this was not sufficient, and there arose, with persons more versed in the theory than the practice of the law, a demand for the substitution of conveyancing by entry in a public register for private conveyancing by deed, a demand which resulted in Lord Westbury's Act—the Transfer of Land Act, 1862—and when this was not successful, there followed the Land Transfer Act, 1875. The chief distinction between the Acts was that, under the Act of 1875, land could be registered with a possessory title, and that the extreme strictness of the earlier Act, in investigating titles before their registration as indefeasible or absolute, was relaxed. But the later Act, which like the Act of 1862 was voluntary, still failed to attract land-owners and their advisers, and the further simplification of conveyancing by the Conveyancing Act, 1881, and the Settled Land Act, 1882, and the changes as to professional remuneration contained in the Solicitors' Remuneration Act, 1881, rendered it even more unlikely that official conveyancing would make any progress.

The voluntary system of registration of title having thus proved a failure, its supporters were driven to advocate compulsion, and Bills were introduced almost yearly from 1887 onwards, with the object of compelling landowners to resort to a system to which they or—to avoid any controversial matter—their advisers were averse. As a rival to this proposed extension of registration the Council of the Law Society instructed the late Mr. WOLSTENHOLME to prepare a Bill incorporating his own plan for the simplification of land transfer by assimilating conveyances of land to transfers of stock. This he did with the assistance of Mr. B. L. CHERRY, and the result was the Conveyancing Bill which was introduced in the House of Lords by the late Lord DAVEY in 1897. That year witnessed, however, the compromise between the advocates and opponents of registration of title, under which the Land Transfer Act, 1897, was passed, upon the understanding that compulsion should be tried experimentally in the county of London, and that no extension should take place for three years. This meant that the Conveyancing Bill was not proceeded with, and Mr. WOLSTENHOLME's scheme remained in abeyance.

The establishment of compulsory registration in London did not meet with favour from those, outside the registry, who had practical experience of its working, and the compromise of 1897 was observed to this extent, that no public effort was made to secure the widening of the compulsory area. On the other hand, the Land Registry office has, by the necessities of the case, become a substantial instead of a mere phantom institution, and there was no disposition on the part of those in authority to observe the spirit of the compromise and to abolish the register. Moreover, for several years there was a refusal to inquire into the matter again. This attitude, however, could not be permanently maintained, and at length the Royal Commission of 1908 was appointed and its final report was issued in 1911. The Commission was directed to consider and report upon the working of the Land Transfer Acts, and whether any amendments were desirable. It is not necessary to pursue the result of their inquiry in any detail at present. It was not within its scope to consider the abolition of the registry, but the report indicated the necessity of very extensive amendments, and deprecated any extension

of registration until these amendments had been made, and had been found to work satisfactorily in the existing compulsory area.

This was a striking condemnation of the system of registration established by the Land Transfer Acts, 1875 and 1897, and naturally opened the way for the revival of Mr. WOLSTENHOLME's scheme for simplifying private conveyancing, and this is the scheme which is incorporated in the present Conveyancing Bill. Considerable alterations in the scheme have been introduced, and the present Bill greatly exceeds the original Bill in length. To some extent this is due to rearrangement and redrafting, and in this respect many improvements, indicating the ability and care of the draughtsmen, have been effected. But the details of the scheme, and whether the Bill is now drafted in a sufficiently simple and practical form, we must leave to future articles.

[To be continued.]

## Recent Cases on Workmen's Compensation.

### II.

THE decision in *Casey v. Humphries*, to which we referred last week, and which is now reported in another column, is too important to be ignored; but, as we have said (*ante*, p. 698), the *ratio decidendi* is not very clearly stated. A girl of fourteen, employed in dangerous work in a factory, ought, in obedience to the factory rules, to have worn protective gauntlets on her arms. Both employer and forewoman had frequently told the girl to put on the gauntlets when they saw her working without them, and the employer had done all he could to secure obedience to the rules. The forewoman, however, while verbally ordering the girls to wear gauntlets, had apparently never taken any disciplinary measures to punish disobedience to the rules, and they were habitually disregarded by many girls without penalty. The girl, while working without the gauntlet, met with an accident which did not cause death or "serious and permanent disablement," and to which, therefore, the defence of "serious and wilful misconduct" would be applicable under section 1 (2) (c). The arbitrator held, however, that the misconduct was not "serious and wilful" so as to disentitle her to compensation, and the Court of Appeal upheld his decision. But the grounds for their doing so are, perhaps, not very clear in the judgments delivered. One passage in the judgment of the Master of the Rolls suggests that generally there must be danger to other persons as well as to the worker himself before misconduct becomes "serious." Another passage suggests that in the case of an adult the misconduct here might have been serious, but not in the case of a girl fourteen years of age. The county court judge himself seems to have considered that the forewoman's failure to maintain discipline excused the disobedience, but from this view the Court of Appeal, in various passages of the judgments, apparently dissented. Indeed, it may be said generally that the decisions upon this question of misconduct have been much less happy or logical than those on other provisions of the statute. Perhaps the most that can be said is that the following factors conduce towards the "seriousness" of the misconduct: (1) the "deliberateness" with which an express order is disobeyed (*per* Lord LOREBURN in *George v. Glasgow Coal Co. (Limited)*, 1909, A. C. 123); (2) the egotistical nature of the purpose for which orders are disobeyed (*Callaghan v. Marwell*, 1900, 2 Fraser, 420); (3) the danger to others (*Daily v. John Watson (Limited)* (1900, 2 Fraser, 1044), and (4) drunkenness, which unfit the employee for his task (*McGroarty v. Bran & Co.*, 1906, 43 Scots Law Reporter, 598).

A puzzling little point came up in *Edwards' Case* (*ante*, p. 701). A workman, whose employment involved going from farm to farm, ceased work at a farm six miles from his home; he was supplied by his employer with a bicycle to take him to and from his work and his home. While returning on the machine he met with a fatal accident. Did the accident arise "in the course of his employment"? It is well settled that the Act does not extend, in the absence of special circumstances, to a servant's journeys to and from his work. But an extension of his employment to

cover such journeys may be inferred from peculiar terms or incidents of the contract. This was done in the case of a collier in *Cremins v. Guest, Keen & Nettlefolds (Limited)* (1908, 1 K. B. 469), and in the case of a workman who had to cross a river in a boat to reach his sphere of duty in *Mole v. Walworth* (1913, 6 B. W. C. C. 128). But the presumption is the other way, and in the present case the mere fact that the employer supplied a bicycle was held not to be enough to displace the ordinary rule; the accident, therefore, arose outside the course of the man's employment.

Little need be said about *Calico Printers' Association (Limited) v. Both* (*ante*, p. 662). Where incapacity is permanent, an employer is allowed by the Act to apply to the arbitrator for an award commuting the weekly payment in favour of a capital sum fixed by reference to the price payable for a Post Office annuity equal to three-fourths of such weekly payment (Schedule I, clause 17). "The liability *may*, on application of, or on behalf of the employer, be redeemed, &c.," runs the wording of the clause. Here "*may*" means "*must*," so the Court of Appeal have now decided, and the employer must pay the lump sum so awarded; he cannot elect to go on paying the annuity. Under the older Act of 1897, in *Castle Shipping Co. (Limited) v. Atkinson* (1905, 1 K. B. 336), a similar point was by necessary implication decided, since in that case it was held that an employer cannot apply for redemption, naming in his application a *maximum sum*; such condition is repugnant to the nature of an application inviting the court to make an award based on first principles of law; and if the employer does name a *maximum* it can be disregarded by the arbitrator.

Our last cases deal with a curious point, twice recently raised in different connections, concerning the period for which compensation ensues. When a workman has received the award of a weekly payment for some form of incapacity that is in its nature permanent, does that payment continue until terminated by his death, or is it terminated when some event occurs, independent of the accident, which would have rendered the workman incapable of earning his livelihood, even if no accident had ever occurred? In *Harwood v. Wyken Colliery Co.* (*ante*, p. 300; 1913, 2 K. B. 158), a workman enjoying compensation was found to be suffering from heart disease of long standing, and in no way the result of the accident; this in itself would, in due course, have disabled him from earning anything. Upon an application to review the award, the employers contended that he was not now incapacitated from the "accident," but from the "disease," and therefore the condition precedent to their statutory liability no longer existed. In *McAnally v. Furness, Withy & Co.* (*Times*, July 17th), a workman receiving permanent compensation committed an offence for which he was sentenced to 18 months' imprisonment; here, again, the employers contended that, during the term of his imprisonment, he was not incapacitated by the accident but, independently of it, by the imprisonment. Both cases seem at first sight to raise a plausible contention from the employer's point of view; but there is an obvious answer. If incapacitation from subsequent imprisonment, disease, lunacy and similar causes is to terminate the employer's liability, then incapacitation by old age ought in logic to do so also. But clearly the statute never contemplated the latter. The true answer is that the compensation awarded under the Act is intended not only to indemnify the workman for the actual loss of future earnings, but also for his inability to make provision, out of those hypothetical future earnings thus lost, for such contingencies as old age, ill-health, lunacy, or other misfortunes. The Court of Appeal took this view, and refused to declare the compensation at an end in either case.

Dr. T. M. C. Asser, the distinguished Dutch jurist, has died at The Hague, at the age of 75. He was born at Amsterdam, and became a Professor of Law at the university there. For the past thirty-five years he has been one of the chief European authorities on questions of international law. He was one of the Dutch representatives at the Peace Conferences both of 1899 and 1907, has frequently served as a judge in international arbitration cases, and wrote many books on international law. Dr. Asser was, to a large extent, concerned in every Dutch Treaty concluded in his time, and was almost more than anybody else responsible for the part which his country has played in the peace movement. He was awarded the Nobel Prize in 1911.

## Reviews.

### Books of the Week.

**Local Government.**—Local Government Case Law, 1912. By RANDOLPH A. GLEN, M.A., LL.B. Cantab., Barrister-at-Law. Vol. III. Sir Isaac Pitman & Sons (Limited). 10s. net.

**Public Health.**—London Public Health Administration. A Summary shewing the Principal Authorities, with their Origin, Services and Powers. By W. McC. WANKLYN, B.A. Cantab. Longman, Green & Co. 2s. 6d. net.

**Carriage by Sea.**—An Analysis of Carver's Carriage of Goods by Sea. By J. K. ROY, Barrister-at-Law. Stevens & Sons (Limited). 6s.

**Trade Unions.**—Trade Union Law. By HERMAN COHEN, Barrister-at-Law. Third Edition. Stevens & Haynes. 7s. 6d.

## CASES OF LAST Sittings. House of Lords.

**BARRY v. MINTURN.** 10th June; 24th July.

**LONDON BUILDING ACT—PARTY WALL DISPUTE—PREVIOUS HISTORY OF THE WALL—UNNECESSARY INCONVENIENCE—POINT NOT RAISED IN COUNTY COURT.**

Where a building owner has served upon an adjoining owner in reference to a party wall which is defective, a party-wall notice, under Part VIII. of the London Building Act, 1894, and differences have arisen between the parties with reference to the proposed work, the surveyors appointed under the Act to settle such differences, and the county court judge, on appeal from their award, have no right to enquire into the past history of the party-wall, but must have regard only to its existing condition.

So held, affirming on that point an order of the Court of Appeal (1912, 3 K. B. 510), but varying the order made in other respects.

Appeal from an order of the Court of Appeal reported (1912, 2 K. B. 510, 10 L. G. R. 884). The order in question was made in an appeal from one of two awards given by surveyors in two references under the London Building Act, 1894, upon certain differences with regard to a party-wall separating No. 14 and No. 15, Chelsea Embankment. In the reference which formed the subject-matter of this appeal Miss Minturn was the plaintiff and building owner, and Sir John Wolfe Barry, the freeholder of No. 15, was the defendant and adjoining owner.

Lord PARKER, whose judgment was concurred in by Lord Halsbury, Lord Loreburn, and Lord Atkinson, in giving judgment, said this litigation had been singularly unfortunate. The respondent served notice on the appellant that she proposed to execute various works in connection with this wall, which was permeated with damp. The tribunal awarded that the party-wall was not so defective or out of repair as to necessitate any work under a party structure notice. In other words, the respondent had no right to do the work she proposed to do. Her appeal to the county court was dismissed. The Divisional Court, however, allowed her appeal, and remitted the matter back to the county court, Banks, J., expressing the opinion that it was open to the tribunal to say that, having regard to the previous history and user of the wall, no work should be permitted on the adjoining owner's side of the wall, if effective, though, perhaps, less effective work could be done on the building owner's side. That *dictum* had reference to a contention raised in argument that the wall, having been originally a perfectly effective garden wall, and the defect complained of being due entirely to the action of the respondent's predecessor in title, who had utilised the wall for some additional buildings, no work should be allowed on the appellant's side of the wall. His lordship thought that *dictum* was erroneous. At the second hearing in the county court both parties were allowed to call evidence, and from the award made the respondent appealed to the Divisional Court, on the ground (1) that the judge was wrong in holding that he could have regard to the previous history and user of the party-wall, and (2) that the work directed did not amount to "repairing and making good" within the meaning of the Act. The appeal to the Divisional Court being dismissed, the respondent appealed to the Court of Appeal on the same two grounds. With regard to (1) the court rejected the contention of the appellant that this ground was not open to the respondent, and decided that the county court judge ought not to have had regard to the previous history and user of the wall, and accordingly again remitted the matter to the county court. In his lordship's opinion there was considerable doubt whether, having regard to *Smith v. Baker* (1891, A. C. 95), and to what took place before the county court judge, the first ground of appeal was really open to the respondent at all, but he was not prepared, as it was unnecessary, to decide that point. The Court of Appeal did not deal with the second ground of appeal. Against the order directing the third hearing in the county court this appeal was brought. Their lordships were of opinion that the order of the Court of Appeal should be varied (1) by striking out the clause remitting the case, (2) by directing that the respondent be at

liberty at her own expense to insert a damp course from her side, having regard to section 90, subsection 3, of the Act. Each party to pay their own costs in the county court, but the respondent to pay the costs of the appellant in the Divisional Court and Court of Appeal. The appellant was also entitled to the costs of the appeal to this House.—COUNSEL, for the appellant, *Sir Robert Finlay, K.C., Buckmaster, K.C., and E. C. Bliss*; for the respondent, *Upjohn, K.C., Danckwerts, K.C., and Cecil Walsh*. SOLICITORS, *Hopgood & Dowsens; Reid Sharman & White*.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal.

THE TYNE TEES SHIPPING CO. (LIM.) v. WHITLOCK. No. 1.  
8th July.

WORKMEN'S COMPENSATION—REVIEW OF WEEKLY PAYMENT—WORKMAN'S RECOVERY—“IF ANY QUESTION ARISES”—SETTLEMENT OF ANY MATTER BY ARBITRATION—LIBERTY TO APPLY—WORKMEN'S COMPENSATION ACT, 1906 (6 EDW. 7, c. 58), s. 1 (3), SCHED. I. (16)—WORKMEN'S COMPENSATION RULES, RR. 8 (1), (2), 9, FORM 5.

A workman met with an accident, and an agreement was recorded under which he was in receipt of a weekly payment, without any proceedings having been taken. The employers, believing that he had completely recovered, filed an application pursuant to Form 5 of Appendix B, asking for a review and termination of the weekly payment. The workman contended that the county court judge had no jurisdiction, because no question or dispute had arisen between the parties.

Held, that the right to review was not dependent upon the existence of a question or dispute between the parties, and that rule 8 (1) must be read subject to this exception, which was implied by Form 5.

Appeal of the employers (the applicants) from an award of the county court judge at Whitechapel. A workman employed as a stevedore met with an accident arising out of and in the course of his employment, and made a claim for compensation, which was not disputed. A memorandum of agreement for the payment of half-wages was duly recorded, and compensation paid for some time, when the employers, believing the incapacity had terminated, obtained a medical report upon his condition, which was to the effect that he was perfectly well, and able to resume work. The employers thereupon filed an application under Schedule I. (16) for a review of the weekly payment with a view to its termination, using the form prescribed by Form 5 of Appendix B. The workman contended that no question as to the amount or duration of compensation had arisen between the parties, as no previous notice of the intended application had been given to him, and he had not been asked whether he admitted or disputed the allegation that he had recovered from his incapacity, and therefore that the county court judge had no jurisdiction to entertain the application. He relied on section 1 (3) and Rule 8 (1). The learned judge upheld this contention and dismissed the application, and the employers appealed.

COZENS-HARDY, M.R., said that he confessed he was surprised at the question which had been argued. The policy of the Act was not that the workman should at any moment have the right to take any matter into court, but the jurisdiction presupposed a question to be arbitrated upon and decided—a question relating to liability, or amount or duration of compensation. Here the employers said that the right to compensation had gone by. What was the effect of an award or recorded agreement under the Act? It was an award of so much a week as compensation, it being inherent in the award that there should be liberty to apply for a review. He was confirmed in this on looking at the rules. Rule 8 carried section 1 (3) no further, but simply required that a request for arbitration should state precisely the question which had arisen. Rule 9 (which his lordship read) made the matter even clearer. Referring to the forms in use under the Act, Form 5 made no provision for stating the question which had arisen, and was unique in this respect. If the argument on the part of the respondent was sound, then Form 5 was *ultra vires* and invalid. There had been a dispute between the parties, but it was settled by agreement, subject to liberty to apply for a review of the compensation agreed on. With great respect to the learned judge, the appeal must be allowed.

KENNEDY, L.J., who was of opinion that an application for a review was not a matter which had to be settled by arbitration within the meaning of section 1 (3), and SWINFIN EADY, L.J., who observed that the right to review was given equally to both parties, delivered judgment to the same effect.—COUNSEL, *A. J. David, K.C., and Samuel; C. Doughty*. SOLICITORS, *J. Scott Ackers; Botterell and Roche*.

[Reported by H. LANSFORD LEWIS, Barrister-at-Law.]

JOHN BRINSMEAD & SONS (LIM.) v. E. G. STANLEY BRINSMEAD AND OTHERS. No. 2, 22nd July.

TRADE NAME—PASSING-OFF ACTION—BRINSMEAD PIANOS—RIGHT TO USE OWN NAME IN ABSENCE OF ANY EVIDENCE OF DISHONESTY.

The defendant, *E. G. Stanley Brinsmead*, was a cousin of the founder of the well-known firm of piano manufacturers, *John Brinsmead & Son (Limited)*. He put his name on certain pianos made by himself. In a few cases his name on the pianos was made use of by dealers to pass off his

pianos as pianos made by *John Brinsmead & Sons (Limited)*. There was no evidence that the defendant had acted dishonestly.

Held, that the defendant could not be restrained at the instance of *John Brinsmead & Sons* from putting his own name on the pianos made by himself, although the fact of his doing so might bring him some advantage in connection with the sale of pianos made by him, in consequence of his surname being the same as that of the plaintiff firm.

Decision of Warrington, J. (57 SOL. JOURN. 322) affirmed.

Appeal by the plaintiffs, *John Brinsmead & Sons (Limited)*, the well-known piano manufacturers, from a judgment of Warrington, J., in favour of the defendant, *E. G. Stanley Brinsmead*. The defendant was a cousin of the founder of the plaintiff firm, and he for many years had manufactured and sold a useful cheap piano, the wholesale price of which was about £9. Some of these pianos were sold by *Messrs. Waddington & Sons (Limited)*, of York, and it was alleged that they had passed off the defendant's pianos as pianos manufactured by the firm of *John Brinsmead & Sons (Limited)*. The result of the action was that the learned judge granted an injunction against the defendants, *Waddington & Sons (Limited)*, in the form in which they had expressed their willingness to submit to an injunction, and an order that they should pay the costs of the plaintiffs up to the date of their offer to submit, except so far as they had been increased by the allegation of conspiracy. The plaintiffs must pay the last-mentioned costs, and the costs of the defendants *Waddington & Sons (Limited)*, since the offer, and there would be a set-off. The action as against *E. G. Stanley Brinsmead* was dismissed with costs. *John Brinsmead & Sons (Limited)* appealed, and asked for an injunction against the defendant, *E. G. Stanley Brinsmead*.

VAUGHAN WILLIAMS, L.J., said he agreed with Warrington, J. That learned judge was satisfied that the defendant had not been guilty of fraud or of any dishonest intention. Fraud had been committed, but there was no evidence that the fraud was the result of the defendant's name being on the pianos, or to the pianos' similarity in get-up to the plaintiffs' pianos. The appeal would therefore be dismissed.

BUCKLEY, L.J., thought that the way the defendant had put his name on the pianos was a ground for suspicion, but he did not think that the case went beyond suspicion. He could not find that the use of the name alone was the factor which enabled the deception to be carried out. He thought that the case was near the line, but on the evidence as it stood he was of opinion that the plaintiffs had failed to establish “passing off” on the part of the defendant.

HAMILTON, L.J., agreed that the appeal failed.—COUNSEL for the appellants, *Younger, K.C., and Austen-Cartmell*; for the respondent, *Cave, K.C., and Ashton Cross*. SOLICITORS, *Walter Maskell & Nisbet, Lea & Lea*.

[Reported by ERSKINE REID, Barrister-at-Law.]

CASEY v. HUMPHRIES. No. 1. 3rd July.

WORKMEN'S COMPENSATION—INJURY TO WORKWOMAN—DANGEROUS EMPLOYMENT—LAXITY IN ENFORCING RULES FOR PROTECTION—“SERIOUS AND WILFUL MISCONDUCT”—AVAILABILITY OF MISCONDUCT AS DEFENCE—WORKMEN'S COMPENSATION ACT, 1906 (6 EDW. 7, c. 58) s. 1 (2).

A girl of fourteen, employed in bottling aerated water, was injured in her hand and arm by the explosion of a bottle. By regulations made under the Factory Acts all bottlers were required to wear gauntlets as a protection, and such gauntlets were provided by the employer, who personally insisted, as far as possible, on their being used. The injured girl was not wearing any gauntlet at the time of the accident, and there was evidence that the forewoman, whose duty it was to see that she did, was lax in enforcing the regulations. The county court judge held that, having regard to such laxity, the defence of serious and wilful misconduct was not available to the employer.

Held, that this was a finding that the injury was not attributable to the serious and wilful misconduct of the girl, and that the award in her favour was right.

Appeal of the employer from an award of the county court judge at Marylebone, Middlesex. The applicant was a girl, aged fourteen, who was employed at the time of the accident in bottling aerated waters. By regulations made under the Factory and Workshop Acts, 1891 and 1895, which were posted up in the works, and which the county court judge found had been brought to the applicant's notice, though she knew nothing about them, all bottlers were required to wear gauntlets, made of canvas and leather, and extending to the elbow, on both arms, and such gauntlets were provided by the employer, who was strict in enforcing the regulations. The applicant was wearing a glove on her left hand only, and no gauntlet, when a bottle she had just filled exploded in the bottling machine, and her right hand and arm were cut by broken glass. There was evidence that the forewoman, who was required to see that the regulations were obeyed, was lax in enforcing them, unless she knew or believed that the employer was near at hand, when she would say: “Now, mind you get the gauntlets on; the governor's coming.” There was also evidence that the applicant and the other girls in the respondent's employment disliked having to wear gauntlets in the winter, owing to their keeping the arms always wet and cold. The employer set up the defence of serious and wilful misconduct, but the county court judge held that, having regard to the failure to observe and enforce the regulations on the part of the forewoman, this defence was not available, and awarded in favour of the applicant. The employer appealed, and contended

that the award found that the applicant had been guilty of serious and wilful misconduct.

COZENS-HARDY, M.R., said that the case was a very difficult one, and his opinion had varied more than once in the course of the argument; but, on the whole, he had come to the conclusion that the award of the county court judge could not be disturbed. The point was whether the evidence had established not merely misconduct, but serious and wilful misconduct. If the decision of the county court judge meant this, that there had been serious and wilful misconduct, but that owing to the failure on the part of the forewoman, or the employer, to see that the regulations were enforced, it could not be regarded as misconduct, then his lordship could not agree. It was difficult to see what more the employer could have done, than he did, to enforce these regulations, and if that were so he would not be prejudiced by the laxity of the forewoman. But the decision did not necessarily amount to that. It was for the county court judge to find that the misconduct of the girl had been both serious and wilful. It was possible to define "wilful," but to attempt an abstract definition of "serious" was practically impossible; it was a question of fact in every case, and the court must consider the rules and their object, and the probable result of an infraction of them, and other surrounding circumstances. In the present case the rule was solely for the protection of the girl herself, as other people were protected by a screen. Without saying that no infraction of a rule could be serious, unless it involved danger to other persons, the fact that it did was one of the circumstances to be considered. It was her left hand, which she used for removing the bottles from the machine, that was chiefly endangered; but the bottle happened to burst and a piece of glass to strike her right hand, when it might have struck her face or body quite as easily. The age of the girl must also be considered; what might be wilful misconduct in an older person would not necessarily amount to such in her case. The court ought not to interfere with the award of the learned judge, and his finding was not a finding that the injury was attributable to the serious and wilful misconduct of the applicant. The appeal, therefore, would be dismissed.

KENNEDY and SWINFIN EADY, L.J.J., delivered judgment to the same effect.—COUNSEL, A. Neilson; Martin O'Connor. SOLICITORS, William Webb & Sons; F. John Stewart.

[Reported by H. LANSDOWNE LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

*Re THOMAS JOHNSON'S SETTLED ESTATES.* Eve, J. 2nd July.

SETTLED LAND—FUTURE AND CONDITIONAL TRUST FOR SALE—TENANT FOR LIFE AND SOLE TRUSTEE—TRUSTEE FOR PURPOSES OF ACT—POWER TO GIVE RECEIPTS—SETTLED LAND ACT, 1890 (53 & 54 VICT. C. 69), S. 16 (ii).

A sole trustee with a conditional trust for sale, who is also tenant for life of the settled estates, is a trustee for the purposes of the Settled Lands Acts, and is entitled to receive and give a good discharge for the purchase money of any part of the settled estate sold by him as tenant for life.

This was an adjourned summons asking whether the applicant as trustee for the time being of the will was a trustee under such will for the purposes of the Settled Land Acts, and whether upon the true construction of the will a sole trustee for the purpose of the Settled Land Acts was entitled to receive and give a good discharge for the purchase money of any part of the settled estate sold by the tenant for life under the will. By his will made in January, 1878, the testator, Thomas Johnson, appointed Daniel Johnson and Elizabeth Johnson to be executors and trustees, and declared that all trusts and powers reposed and vested in his trustees might be exercised by the survivor of them or other the trustees or trustee for the time being of that his will, and the testator gave, devised and bequeathed all his real estate to his trustees, their heirs and assigns upon trust to let the same as therein mentioned, and he directed his said trustees to stand possessed of the net rents and income arising from such real estate in trust for J. E. Hazelton for life, and from and after his decease, in case there should be any children of his living at his decease, upon trust to sell and convert the said real estate into money, and to stand possessed of the proceeds of such sale upon trust for such of the said children, and in such proportions, as the said J. E. Hazelton should by will appoint, and in default of such appointment in trust for all the children of the said J. E. Hazelton in equal shares, and in case there should be no such child or children living at the death of the said J. E. Hazelton then the testator gave and devised his real estate unto the said Daniel Johnson and Elizabeth Johnson, their heirs, executors, administrators and assigns absolutely. The testator died in 1880, and the will was proved by both the executors. J. E. Hazelton purchased the contingent shares of both the trustees, and was himself duly appointed a trustee of the will. Both the original trustees were dead, leaving J. E. Hazelton the sole trustee, who never had any children. He desired to sell part of the settled estate, and took out this summons *ex parte* to clear the title.

Eve, J.: With regard to the first question, I am of opinion that the applicant is a trustee for the purposes of the Settled Land Acts. The case falls within sub-section (ii.) of section 16 of the Settled Land Act, 1890, which provides that trustees with a future trust for sale are trustees for the purposes of the Act, whether the trust takes effect in all events or not. With regard to the second point, the applicant, who

## LAW REVERSIONARY INTEREST SOCIETY.

LIMITED.

THANET HOUSE, 231-232 STRAND, LONDON, W.C.  
ESTABLISHED 1853.

Capital Stock ... ... ... ... £400,000  
Debenture Stock ... ... ... ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.  
Forms of Proposal and full information can be obtained at the Society's Office.  
G. H. MAYNE, Secretary.

is sole trustee and also tenant for life, seeks as sole trustee to sell part of the settled estate and to give a good discharge for the purchase money. As the Master of the Rolls pointed out in *Re Davies and Kent's Contract* (1910, 2 Ch. 35), the appointment is undesirable, but nevertheless it is not invalid. Having regard to sub-section (ii.) of section 16 of the Settled Land Act, 1890, and to the fact that the will authorizes the trust for sale to be exercised by one trustee, and having regard to the decision in *Re Garnett Orme and Hargreaves' Contract* (25 Ch. D. 595), I can only answer the question in one way—that is, by saying that the applicant can give a good discharge for the purchase money.—COUNSEL, T. L. Wilkinson. SOLICITORS, Oldman, Cornwall, & Co., for A. R. Oillard & Son, Wisbech.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## HEWSON AND OTHERS v. SHELLEY.

Astbury, J. 17th July.

PROBATE—SUPPOSED INTTESTACY—GRANT OF LETTERS OF ADMINISTRATION—SALE OF LAND BY ADMINISTRATRIX—SUBSEQUENT DISCOVERY OF A WILL—APPLICATION TO SET ASIDE SALE—INVALIDITY OF PURCHASER'S TITLE—LAND TRANSFER ACT, 1897 (60 & 61 VICT. C. 65), SS. 1, 2, & 24—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. C. 77).

A man died in 1899 and no will was discovered, and letters of administration were granted to his widow, who in 1902 sold thereunder certain freehold property and invested one-third of the proceeds of sale thereof as dower, and divided the remainder among his heirs. On the death of the widow her husband's will was discovered by which he had bequeathed the said freehold property to her for life, and afterwards to his cousin. The letters of administration having been revoked, and probate of the will granted to the executors thereof, and an action commenced by them against the purchaser of the said property to set aside the sale,

Held, that the sale, not having been for the purpose of paying estate duty, debts or legacies, must be set aside on the plaintiffs' undertaking to hand over the dower fund in exchange for the title deeds.

This was an action by executors of a newly-discovered will claiming to have a sale made by a properly constituted administratrix of lands which had been disposed of by the will set aside. On the 30th of January, 1899, G. F. Hewson, the owner in fee of the Ovington Glebe Estate, died without issue, and apparently intestate, and, on the 13th of June, 1899, letters of administration were granted to his widow. On the 31st day of May, 1900, the estate (less four acres already sold) was offered for sale "by order of the administratrix," subject to certain particulars and conditions of sale. The auction was abortive, but by a contract dated the 23rd of August, 1902, embodying the same particulars and conditions, the administratrix agreed to sell the property to the defendant Shelley for £3,500. By a conveyance dated the 13th of October, 1902, the administratrix "as personal representative of the said G. F. Hewson, deceased, by virtue of the powers conferred on her by the Land Transfer Act, 1897, and of every other power in this behalf her enabling and also in her individual capacity as to all estate or interests therein (if any) so vested in her," conveyed the property to the purchaser, who at once took possession. The administratrix died on the 2nd of September, 1911, and on the 11th of November, 1911, in going through her papers her executor found a holograph will of G. F. Hewson, which had slipped down between the back and shelves of certain pigeon-holes in a desk or bureau in which G. F. Hewson had apparently placed it. By this will, dated the 24th of April, 1894, the testator bequeathed the Ovington Glebe Estate in trust for his wife for life, and after her death to the plaintiff, George Hewson, on certain conditions therein mentioned. He appointed the plaintiffs, his wife and another person who renounced, executors. On the 9th of February, 1912, the letters of administration were revoked, and probate was granted to the plaintiffs. On the 19th of January, 1913, the plaintiffs, as executors, brought this action against the purchaser and his mortgagees for possession, and an account of rents and profits. The tenant of the property was originally joined, but was struck out by consent. Counsel for the defendants relied, *inter alia*, on the sale by the *de facto* administratrix, which they were not only entitled but bound to assume was made in the due course of administration, and which they contended was in fact so made. The accounts and the evidence, however, shewed that all debts and duties had been properly paid prior to March, 1900, and that the sale was merely made for the purpose of division between the widow and co-heiresses, though the purchaser was, of course, quite unaware of this. One-third of the net proceeds of this sale had been invested in Consols, to provide dower for the widow's life, and the residue was divided between the co-heiresses. The dower fund was still intact, and the plaintiffs offered to transfer this fund to the purchaser in exchange for the title deeds.

**ASTBURY, J.**, after stating the facts, said: This is a very complex point. I have consulted many authorities, of which the following are the most important: *Graysbrook v. Fox* (1565, 1 Plowd. 275), *Aoram v. Cunningham* (1677, 2 Lev. 182, 1 Vent. 303), and *Freeman K. B.* 445, *Bozall v. Bozall* (1884, 27 Ch. D. 220), *Ellis v. Ellis* (1905, 1 Ch. 613, 617), *Rolle's Abridgment* (1668), at p. 919, *Wentworth's Office of Executors* (1720), p. 48, *Williams on Executors*, 10th ed., p. 461, *Ingpen on Executors*, p. 141, and *Halsbury's Laws of England*, vol. 14, p. 216, and I have come to the conclusion that, as the will appointed executors in whom the property vested like a chattel real at the testator's death under the *Land Transfer Act*, 1897 (60 & 61 Vict. c. 65), ss. 1 and 24, the grant of administration was void *ab initio*, and the supposed administratrix could confer no title as administratrix, and having regard to section 2 of that Act, and the decision in the case of *In re Pavley and the London & Provincial* (1900, 1 Ch. 58), she could convey no title as one of several executors. There is nothing in the *Court of Probate Act*, 1857, ss. 75, 77, 78, or in the *Stamp Act*, 1815 (55 Geo. 3, c. 184), s. 37, or in the *Finance Act*, 1894 (58 & 59 Vict. c. 30), s. 8, sub-section 4; s. 9, sub-section 5, or in *The Goods of Pryse* (1904, P. 301) (deciding that administration dates back to the death) to assist the purchaser in the present case. It is contended that as the grant of administration was made by a competent court, and the purchaser was bound to accept it, and could not inquire as to debts, he was protected: *Allen v. Dundas* (1789, 3 T. R. 125), *Prosser v. Wagner* (1856, 1 C. B. (N.S.) 289), *Oceanic Steam Navigation Co. v. Sutherland* (1880, 16 Ch. D. 236, 244), *Solomon v. Attenborough* (1912, 1 Ch. 451, 455); but in view of the decisions as to the grant being void *ab initio*, I cannot accede to that argument. It is also said that as the estate was being farmed at a loss, and the administratrix was liable for a few small land charge instalments which the testator had covenanted to pay, and for the expenses of the abortive auction, the sale must be regarded as made in due course of administration within the exception in *Graysbrook v. Fox* (*supra*). But the sale in reality, though not in form, was made on behalf of the widow and co-heiresses personally, and not for the purpose of paying debts or duties. In addition to this, the exception referred to in the dictum or opinion in *Graysbrook v. Fox* (*supra*), so far as it could stand with the decision, must be based on the doctrine of subrogation in respect of sums which the executors, as such, would have been compelled to pay, and as the administration was void *ab initio* no legal estate passed by the sale. Cases as to grants of administration limited till the will was found, such as *In the Goods of Campbell* (1829, 2 Hagg. 555) and *In the Goods of Wright* (1895, P. 21), are of little assistance, as the present grant was not in that form. The observations of Lord Redesdale, L.C., in the argument in *Doule v. Blake* (1804, 2 Sch. and Lef., 321, 237) to the effect that the old cases could scarcely be supported on principle, and that the administration is void only as a protection to the executor, but in no other sense, were addressed to the special question before him—viz., how far the executor was liable for the administrator's acts. The dictum of Richards, B., in *Errington v. Rorke* (1857, 6 Ir. C. L. 279, 316) cannot modify settled English law. In *Craster v. Thomas* (1909, 2 Ch. 348) there were English executors, but there were no executors in India, where the fraudulent grant of administration was obtained. Neville, J., accepted the English decisions, but decided the case on the Indian law. The same remark applied to *Debendra Nath Dutt v. Administrator-General of Bengal* (1908, L. R. 35, Ind. App. 109), an action on the administration bond in the above case. There were no executors in India, so that the administration was not void *ab initio*. In the result the action succeeds. The plaintiffs will recover possession on handing over the dower fund in exchange for the title deeds, and there will be an account of rents and profits from the widow's death, with liberty to apply. The defendants must pay the costs of the action. I grant a stay of execution pending an appeal, provided that notice of appeal is given before the end of the sittings.—COUNSEL, Hon. Frank Russell, K.C., and Arnold Herbert; N. Micklem, K.C., and Wilfred Hunt; E. P. Hewitt, K.C., and H. S. Preston. SOLICITORS, Hedges & Davis; Withall & Withall; Bellord & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

## A NEW DEPARTURE IN FIDELITY GUARANTEE INSURANCE.

The form of Policy now issued by the ROYAL EXCHANGE ASSURANCE is up to date in every respect, and offers MANY ENTIRELY NEW AND ATTRACTIVE ADVANTAGES.

Restrictive clauses hitherto appearing in all Fidelity Policies have been omitted, and the Policy is free from all conditions likely to lead to misunderstanding or dispute.

All Fraud or Dishonesty committed during the currency of the Policy is covered WHETHER DISCOVERED BEFORE OR AFTER THE POLICY CEASES TO BE IN FORCE.

The Insured is not liable to pay the costs of an unsuccessful prosecution.

These extended benefits have been granted WITHOUT ANY ADVANCE IN THE PREMIUMS, which have always compared favourably with those charged by other first-class Offices.

### ROYAL EXCHANGE ASSURANCE

(Incorporated by Royal Charter, A.D. 1720.)

FIRE—LIFE—SEA—ANNUITIES—EMPLOYERS' LIABILITY—PERSONAL ACCIDENT—BURGLARY—FIDELITY GUARANTEE—PLATE GLASS—MOTOR CAR—BOILER—LIFT AND MACHINERY—TRUSTEE AND EXECUTORS OF WILLS.

Total Assets exceed £6,500,000.

Total Claims Paid exceed £50,000,000.

HEAD OFFICE: Royal Exchange, London, E.C.

LAW COURTS BRANCH: 29 and 30, High Holborn, W.C.

WEST END BRANCH: 44, Pall Mall, S.W.

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

July 29.—THOMAS GODWIN CHANCE.  
July 29.—HORATIO PEERS LYLE, 1, Queen's-square, Bath.  
July 29.—HENRY ROBINSON.  
July 29.—ROBERT HENRY RUSHFORTH.  
July 29.—DAVID THOMPSON.

### Solicitors Ordered to be Suspended.

July 29.—MATTHEW EDWARDS WILLIAMS, Winchester House, Old Broad-street, E.C., ordered to be suspended for two years.  
July 30.—CHARLES ARTHUR BENJAMIN BARTLETT, Bell-chambers, Bank-street, Sheffield, ordered to be suspended for twelve months.  
July 30.—EDWARD THOMAS DAVID, Bridgend and Porthcawl, Glam., ordered to be suspended for two years.

In the cases of Henry Robinson and David Thompson, since no addresses are given and the surnames are common, it is proper to note that Henry Robinson was convicted at Winchester Assizes on the 6th of February, 1913, and David Thompson at Manchester Assizes on the 21st of April, 1913. We may suggest that it should be stated in court where the solicitors dealt with last practised, so as to avoid possibility of error.

## New Orders, &c.

### Judicature Acts, 1873-1911.

#### RULES OF THE SUPREME COURT.

#### Poor Persons Rules.

The following provisional Rule is published pursuant to the Rules Publication Act, 1893:—

It being thought necessary to postpone until next year the operation of the above Rules, the following provisional Rule has been prepared: Rule 32 of the Rules of the Supreme Court (Poor Persons) shall be read as if the words "1st day of January, 1914," were substituted for the words "12th day of October, 1913."

This Rule is declared urgent.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

Lord Chancellor's Office,

July 28, 1913.

## Societies.

### The Law Society.

ATTENDANCES ON THE COUNCIL AND COMMITTEES (EXCLUDING THE DISCIPLINE COMMITTEE), JUNE, 1912, TO JUNE, 1913,  
INCLUSIVE.

| Name.                        | Council. | Committees. | Total. |
|------------------------------|----------|-------------|--------|
| The Hon. W. B. L. Barrington | 27       | 5           | 32     |
| Mr. J. J. D. Botterell       | 23       | 18          | 41     |
| " J. W. Budd                 | 22       | 17          | 39     |
| " L. B. Carslake             | 14       | 9           | 23     |
| " A. H. Coley                | 18       | 4           | 22     |
| " C. J. A. Coward            | 32       | 13          | 45     |
| Sir Homewood Crawford        | 25       | 12          | 37     |
| Mr. A. Davenport             | 29       | 37          | 66     |
| " W. Dawes                   | 31       | 28          | 59     |
| " R. W. Dibdin               | 51       | 39          | 70     |
| " W. Dowson                  | 33       | 37          | 70     |
| " R. Ellett                  | 30       | 24          | 54     |
| " W. H. Foster               | 22       | 7           | 29     |

#### LEGAL AND GOVERNMENT BONDS.

The Corporation is empowered to grant Bonds to all Departments of HIS MAJESTY'S GOVERNMENT, the BANKRUPTCY COURTS, and the COURTS OF JUSTICE.

#### CONTINGENCY INSURANCE.

Bonds of Indemnity are also issued in connection with MISSING DOCUMENTS, DEFECTIVE TITLES, and many other CONTINGENCIES.

Bonds are issued with the NECESSARY PROMPTITUDE, and minimum terms are quoted to SOLICITORS, who are invited to communicate with the Corporation at the Head Office or any of the Branch Offices.

| Name.                        | Council. | Committees. | Total. |
|------------------------------|----------|-------------|--------|
| Sir E. H. Fraser             | 16       | 26          | 42     |
| Mr. S. Garrett               | 32       | 31          | 63     |
| „ H. Gibson                  | 30       | 50          | 80     |
| „ C. Goddard                 | 33       | 56          | 89     |
| „ J. R. B. Gregory           | 31       | 48          | 79     |
| „ J. W. Hills                | 11       | 2           | 13     |
| „ W. J. Humphrys             | 10       | 8           | 8      |
| Sir H. J. Johnson            | 28       | 33          | 61     |
| The Hon. R. H. Lyttelton     | 30       | 41          | 71     |
| Mr. C. B. Margets            | 7        | 1           | 8      |
| „ F. Marshall                | 7        | 4           | 11     |
| „ P. H. Martineau            | 28       | 25          | 53     |
| „ J. F. Milne                | 6        | 2           | 8      |
| „ C. H. Morton               | 20       | 8           | 28     |
| „ R. C. Nesbit               | 31       | 30          | 61     |
| „ E. F. Oldham               | 12       | 7           | 19     |
| „ A. C. Peake                | 15       | 4           | 19     |
| „ K. E. Peck                 | 10       | 5           | 15     |
| Sir A. K. Rollit             | 8        | 1           | 9      |
| Mr. C. L. Samson (President) | 33       | 59          | 92     |
| „ W. A. Sharpe               | 33       | 69          | 102    |
| „ F. W. Stone                | 11       | 2           | 13     |
| „ R. S. Taylor               | 32       | 29          | 61     |
| „ W. Trower (Vice-President) | 31       | 81          | 112    |
| „ W. M. Walters              | 27       | 24          | 51     |
| „ R. M. Welsford             | 33       | 52          | 85     |
| „ W. H. Winterbotham         | 25       | 57          | 82     |

| Extraordinary Members.        |    |    |    |
|-------------------------------|----|----|----|
| Mr. C. E. Barry (Bristol)     | 8  | 10 | 18 |
| „ E. Bramley (Sheffield)      | 9  | 2  | 11 |
| „ R. S. Cleaver (Liverpool)   | 12 | 5  | 17 |
| „ T. Eggar (Brighton)         | 21 | 13 | 34 |
| Sir C. E. Longmore (Hertford) | 23 | 23 | 51 |
| Mr. J. W. Martin (Reading)    | 10 | 2  | 12 |
| „ W. H. Norton (Manchester)   | 8  | 1  | 9  |
| „ R. A. Pinsent (Birmingham)  | 18 | 13 | 31 |
| „ H. Templerley (Sunderland)  | 7  | 2  | 9  |
| „ N. A. E. Way (Chester)      | 8  | 3  | 11 |

## Legal News.

### Changes of Partnership.

### Dissolutions.

HENRY TIZARD GEORGE and FRANCIS EDWIN ABBOTT, solicitors (Tizard George & Abbott), Weymouth, in the county of Dorset. June 30. [Gazette, July 25.]

EDWARD PERCY CAWSTON and THOMAS RALPH PLUMER PRICE, solicitors (Cawston, Price, & Co.), No. 13, Copthall-avenue, in the city of London, and at No. 147, High-street, Southampton. May 10. [Gazette, July 20.]

### General.

Mr. Robert Ellett, of Cirencester, a former President of the Law Society, left estate of the gross value of £17,912, of which £16,606 is net personalty.

At the usual quarterly meeting of the justices for the county of London, held at the Sessions House, Clerkenwell, on the 25th ult., a resolution was passed, on the motion of Mr. Henry Clarke, seconded by Colonel Webb, expressing the justices' great satisfaction at the

fact that Mr. John Dix had been appointed Clerk of the Peace for the county in succession to the late Sir Richard Nicholson.

The Geneva Court of Justice decided, on the 23rd ult., that it is competent to grant a divorce to British subjects domiciled at Geneva, basing its decision on Article 56 of the Swiss Civil Code. This Code, which came into force on the 1st of January, 1912, permits divorce for infidelity, threatening life, ill-treatment or gross insult, the commission of an infamous crime or dishonourable change of life, malicious desertion, and lunacy which shall have lasted for three years and has been declared incurable by an expert.

The Croydon Corporation has decided, when next it approaches Parliament, to seek powers whereby a service of municipal motor-omnibuses may be run under its own jurisdiction. It is not intended that the omnibuses, if sanctioned, should supersede the trams already owned and run by the Corporation, but merely that a joint service should be at the disposal of passengers by means of which the whole of the Croydon area may be covered.

Mr. Walter Reed, of Hull, writing to the *Times* of the 29th ult., on the subject of Juries and Costs, says:—The discussion before Mr. Justice Darling on the question of costs raises a point of great interest and importance. It has long, I think, been a well-settled rule that costs are in the absolute discretion of the judge, and that the jury have no concern therewith. I acted for the plaintiff in an action by a passenger against a railway company claiming damages for slander, assault, and false imprisonment. Mr. Justice Day, who heard the case, threw out the claim for slander. The jury retired, and, after a long interval, returned into court and asked his lordship what amount of damages would carry High Court costs. The judge very properly informed the jury that the question of costs was for him, and refused to give any assistance which would help the jury to give the plaintiff the costs, which they evidently intended he should have. Eventually they found for the plaintiff, with £10 damages. As the claims for assault and false imprisonment were triable in the county court, these damages only carried county court costs. We applied for High Court costs, but the judge refused to interfere.

The great French Bank, the Crédit Lyonnais, says the Paris Correspondent of the *Times*, is celebrating the 50th anniversary of its foundation at Lyons by the late M. Henri Germain, in 1863. The first branch office in Paris, now the central office, was established in the following year, and has grown into a vast edifice, with one of its fronts on the Boulevard des Italiens and another on the Rue du Quatre Septembre. The history of the great Bank is a record of remarkable commercial foresight and prudence. The way in which the Bank passed through the crisis of the war of 1870, without the slightest embarrassment, is well known. The assets of the Bank were realized to an extent which enabled it easily to meet the drain upon its resources in Paris, and an agency was established in London in order to place its surplus resources in safety. In the course of a few weeks the withdrawals of deposits amounted to £1,600,000. The prudent policy of the Bank enabled it to profit by the revival of industry and commerce after the war, and left it unaffected by the financial crisis of 1882. It has now many branches abroad and in Algeria, the total number of its agencies being 377. The number of depositors and of credit accounts amounted in 1912 to 633,539.

**WHY PAY RENT?** Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

## The Property Mart.

Forthcoming Auction Sale.

August 7.—MURRAY, H. E. FORSTER & CRANFORD, at the Mart, at 2: Absolute Reversions, Debentures, &c. (see advertisement, back page, this week).

**HOTEL SPECIALISTS.** **Messrs. HOWLAND & CO.,** **HOTEL SPECIALISTS.**  
Valuers, Rating Surveyors and Auctioneers,  
MAKE A SPECIALITY OF THE

## SALE AND VALUATION

**HOTELS, RESTAURANTS, CLUBS, PRIVATE HOTELS, HYDROPATHIC AND BOARDING ESTABLISHMENTS** throughout the United Kingdom and Abroad.

**VALUATIONS** for Transfer; Loans on Security of Mortgage or Debenture Issue; Arbitration and Compensation Cases; Assessment Appeals; Probate and Succession Duty; Fire Loss Claims; Partnership and Company purposes.

**BUSINESSES INVESTIGATED.**

**BUSINESSES MANAGED.**

**Offices: 4, BLOOMSBURY STREET, W.C.** (One door from New Oxford Street.)

Telephone Nos.: GERRARD 723 and 724. Trunk Calls only: REGENT 2590. Telegrams: "DOMICILE, WESTCENT, LONDON."

## Winding-up Notices.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, July 25.

BROCKETT & CO, LTD.—Petition for winding up, presented July 17, directed to be heard at the Town Hall, Barnet, Aug 12. W. W. Penn Gaakell, 214, Bishopsgate, solicitor for the petitioners. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Aug 11.

BRUCE & STILL, LTD.—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Benjamin Cookson, 6, Castle st, Liverpool. Layton & Co, Liverpool, solicitors for the liquidator.

C. O. L. B. SYNDICATE, LTD.—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. Samuel Coley Toynbee, 70, Park Ln, Chiswick Park, liquidator.

CHILIAN EASTERN CENTRAL RAILWAY CO, LTD.—Petition for winding up, presented July 22, directed to be heard Oct 14. Hennen & Co, 1, Quality ct, Chancery Ln, solicitors for the petitioner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Oct 13.

DONKIN BROTHERS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to Henry Abay (Chapman & Co), Barrington st, South Shields, liquidator.

HOLME & KING, LTD.—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Leach Jackson, 61, North John st, Liverpool. Layton & Co, Liverpool, solicitors for the liquidator.

HOTELS ACQUISITION AND DEVELOPMENT SYNDICATE, LTD.—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, 208, Gresham House, Old Broad st, liquidator.

JOHN TATTERSFIELD & SONS, LTD.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims to Thomas Howard, 16, Piccadilly, Bradford. Iveson & Co, Heckmondwike, solicitors for the liquidator.

LLANARTH PERMANENT MONEY SOCIETY, LTD.—Petition for winding up, presented July 14, directed to be heard at the Town Hall, Newport, on Aug. 7. Le Brausier & Co, Gloucester Chambers, Newport, Mon, solicitors for the petitioners. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Aug. 6.

MARKS PICTURE PALACE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Samuel Taylor, 1, Booth st, Manchester. Mellor, Manchester, solicitor for the liquidator.

MINERS' LAMP ELECTRIC LIGHTING CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, or or before Aug 11, to send in their names and addresses, and the particulars of their debts or claims, to James Blakey, 42, Spring gdns, Manchester. Wrigley & Co, Oldham, solicitors to the liquidator.

NEW GUAYAQUIL LAND CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to David L. Honeyman, 18, St Swithin's Ln, liquidator.

VISCOSE SYNDICATE, LTD.—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Oliver Mason, "Semreh" Works, Pembroke rd, Bromley, Kent, liquidator.

WALKER & MEIMARACHI, LTD.—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Wicks and Sir William Barclay Pest, 817-819, Winchester House, Old Broad st, liquidators.

WOOD SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 31 to send their names and addresses, and particulars of their debts or claims, to W. Davis Burrlison, Branch av, Batley, liquidator.

## UNLIMITED IN CHANCERY.

INDUSTRIAL PERMANENT MONEY SOCIETY.—Petition for winding up, presented July 23, directed to be heard at the Law Courts, Lombard st West, West Bromwich, Aug 6. Frank Chapman, 185, High st, Smethwick, solicitor for the petitioner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Aug 5.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette—TUESDAY, July 29.

CASTARA ESTATES, LTD.—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Henry William Hall, 42, Old Broad st, liquidator.

EBER INVESTMENT AND TRADING CO, LTD. (IN VOLUNTARY LIQUIDATION), AND IN THE MATTER OF CHARLES MAXFIELD, DECEASED.—Creditors are required, on or before Oct 21, to send in their names and addresses, and particulars of their debts or claims, to John Charlesworth Whitham, 38, Wellesley Mount, Leeds. A. E. Bromehead Soulby, Malton, Yorkshire, solicitor for the liquidator.

OVER FUEL CO, LTD.—Creditors are required, on or before Aug 30, to send in their names and addresses, and the particulars of their debts or claims, to Charles Williamson, Milne, 3 and 5, Crown ct, Old Broad st, liquidator.

SOUTH WALES BREWERY, CO, LTD.—Creditors are required, on or before Aug 14, to send in their names and addresses, and the particulars of their debts or claims, to David Roberts, 19, Heathfield st, Swansea, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, July 25.

BOILER SCALERS, LTD. TRANSCONTINENTAL CONSTRUCTION AND CONTRACTS CORPORATION, LTD.

B. D. K. CO, LTD.

EMPIRE PUBLICITY, LTD.

GAWTHORPE &amp; FILKINGTON, LTD.

EASTERN EXPLORATION, LTD.

VISCOSE SYNDICATE, LTD.

SPENCERBROOK MANUFACTURING CO, LTD.

LINCOLN AND LINDSAY BANKING CO, LTD.

WALKER &amp; MEIMARACHI, LTD.

GERMAN AFRICAN TINS, LTD.

CANNING &amp; WILDEWOOD, LTD. (Reconstruction).

C. O. L. B. SYNDICATE, LTD.

THE CHAPPERS GOLD MINING CO, LTD. (Reconstruction).

NEW GUAYAQUIL LAND CO, LTD.

STAR LAUNDRY CO, LTD.

LION LINE, LTD.

LIPSCANI SYNDICATE, LTD.

London Gazette—TUESDAY, July 29.

BRITISH COLUMBIA PHOENIX SYNDICATE, LTD.

DROMEDARY DEVELOPMENT CO, LTD.

GENERAL SHARE GUARANTOR CORPORATION, LTD.

SUTHERLAND GOLD MINES, LTD.

LING & CO, LTD.

W. T. SMITH, LTD.

LONDON AND SOUTH AMERICAN COMMERCIAL CO, LTD.

M. F. S. SYNDICATE, LTD.

EAST CHESHIRE LIGHT RAILWAY SYNDICATE, LTD.

AEROSCOPE CO, LTD.

BRITISH LAQUER CO, LTD.

PESTWICH & BURTT, LTD.

## Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, July 25.

ENGELBERT, CHARLES, Tonbridge, Stockbroker Oct 13 Kaisenstein v Engelbert Joyce, J. Harcup & Davis, Surrey st, Strand

HOLDEN, ALICE MARGUERITE, Queen st, Mayfair Aug 17 Woolland and Another v Holden, Warrington and Sargent, JJ Messer, Old Jewry Chambers

London Gazette—TUESDAY, July 29.

LILLINGTON, ELLEN SELINA, King's Norton, Worcester Oct 1 Tookes v Lillington, Joyce and Eve, JJ Atkins, Birmingham

MORRIS, SIR JOHN HENRY, K.C.S.I., Queen's gate Oct 7 Prioleau and Another v Morris and Others, Joyce and Eve, JJ Chamerowne, Norfolk House, Victoria Embankment

## Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, July 25.

ARCHER, THOMAS LAUNCHET, Vincent sq, Westminster, Physician Sept 1 Yelding & Co, Vincent sq, Westminster

BAMSEY, JOHN, Chadwell Heath, Essex Aug 31 Edell & Co, King st

BAMSEY, MARY ANN, Chadwell Heath, Essex Aug 31 Edell & Co, King st

CARPON, MARK FREDERICK, Minehead, Somerset, Engineer Aug 30 Joyce & Co, Minehead

CARROLL, THOMAS, Parkstone, Dorset July 31 Barton, Bournemouth

CASE, ANN ELIZABETH, Weymouth Sept 4 Wellborne & Son, Duke st, Southwark

CASE, CHARLOTTE, Eccles, nr Manchester, Draper Aug 26 Bowden, Manchester

COCKCROFT, LEONORA MARY, Redhill, Surrey Aug 31 Mather & Dickinson, Newcastle upon Tyne

COHEN, JULIA MARY, Finchley rd Sept 8 Russell & Arnolds, Great Winchester at

COUDLINS, CHARLES, Tunbridge Wells Aug 25 Gower, Tunbridge Wells

CRAIG, RICHARD MANIFOLD, Prince of Wales rd, Battersea Park Sep 1 Adams Bow rd

CRAWHALL, JOSEPH, Brandby, nr Easingwold, York Aug 31 Dees & Thompson, New castle upon Tyne

ELVYN, JOHN, Ipswich Aug 20 Kersey, Ipswich

KELVIN, SARAH ANN, Ipswich Aug 20 K. & S. Ipswich

FATTORINI, ANTONIO, Harrogate, Aug 24 Topham, Harrogate

FLEET, THOMAS, Hollingbury, Kent Aug 30 Bartlett & Son, Bush ls

FOSTER, EMILY JANE, Bata Sept 1 Soames & Thompson, Coleman st

GIBSON, FRANCES ELIZABETH, Ilkley Aug 26 Trotter & Co, Bishop Auckland

HAMMEL, ELLEN SARAH, Slough, Berks Aug 30 Whatley & Son, Lincoln's Inn fields

HAMMEL, ISABELLA JANE, Slough, Berks Aug 30 Whatley & Son, Lincoln's Inn fields

HAYWARD, NELSON HYLTON, Claxton, Norfolk Aug 22 Copeman & Co, Loddon, Norfolk

HEATON, HARRIET MARY, Aberdeen park, Highbury Aug 30 Whatley & Son, Lincoln's Inn fields

HELSHAM-JONES, MARY LITTLEDALE, The Holmwood, Surrey Sept 5 Collyer-Bristow & Co, Bedford row

HILL, DANIEL, Watford Aug 25 Fielder & Co, Lincoln's Inn fields

HOOPE, LAETITIA, Sevenoaks Sept 20 Stevens & Drayton, Bond st, Walbrook

HUDSON, JOHN, Bramley, Leeds Aug 30 Peckover & Co, Leeds

HUST, COLONEL WILLIAM SHAPRE, Southsea S. p. 1 Biscoe-Smith & Blagg, Portsmouth

HUBLEY, JOHN, Bristol, General Merchant Sept 29 Barry & Harris, Bristol

KNIGHT, WILLIAM HENRY, Echdale, Leather Currier Aug 30 Standring & Co, Roehdale

LEES, HENRY, Didsbury, Manchester, Mantle Manufacturer Aug 30 Lord, Manchester

MANNION, ALEXANDER, Dames rd, Forest Gate Aug 25 Hulbert & Co, Broad st Bidgs

HENRY, GODALMING, Surrey, Architect Aug 30 Capron & Sparkes, Guildford

NAYLOR, ERNEST WARHAM, Sacramento, California, USA Aug 30 Meade-King & Co, Bristol

OATES, LUKE, Southowram, nr Brighouse, Yorks, Delver Aug 9 Richardson, Brig hole

PAINES, ISABELLA, Relgate Aug 20 Whatley & Son, Lincoln's Inn fields

PARKINS, SUSAN, Levenshulme, Manchester Aug 28 Crofton & Co, Manchester

PEATE, JANE, New Brighton, Wallasey, Chester Aug 20 Walker, Liverpool

PENNY, DR JOHN, Cockermouth, Cumberland Aug 9 Hayton & Co, Cockermouth

PRATT, HENRY, Rickmansworth Aug 25 Atkins, Rickmansworth

PRITCHARD, MARY, Pencwintian, Bangor Sept 1 Jones Bangor

QUINN, CHARLES JAMES, Hyde Park man, Marylebone rd Sept 8 Coward & Co, Mincing in

REEVES, CLAUDE ERNEST, Sutherland av, Maida Vale Sept 10 Worrell & Son, Coleman st

ROBERTS, ELIZABETH, Leicester Aug 30 Toller & Co, Leicester

ROBERTS, JOHN HENRY, Surry, Insurance Clerk Aug 22 Tickle, Chapside

ROBERTS, LUCY HARRIET, Kempston, Bedford Aug 12 Jessopp & Son, Bedford

SHERWIN, JOSEPH, Longton Aug 9 Warren & Co, Market Drayton

SIMPSON, CHARLES, Ipswich Aug 20 Kersey, Ipswich

SLACK, ARTHUR WILLIAM, Buxton, Solicitor Sept 6 Parkinson & Co, Manchester

SMITH, RICHARD, Bursley, Jolles Sept 1 Newman & Bond

SOUTHWOOD, ANN, Selby, Yorks Sept 10 Parker & Parker, Selby

SPRING, SELINA ELLIS, Sudbury, Suffolk Aug 8 Bates & Wells, Sudbury

SUNDERLAND, RUFUS SINCLAIR, Higher Broughton, Manchester Sept 6 Farrar & Co, Manchester

THOMPSON, ALLAN, Guildford Aug 31 Masd, Guildford

TONLIE, CHARLES EDWARD, South Audley st Aug 23 Routh & Co, Southampton st, Bloomsbury

TURNER, ROBERT JOHN, Ipswich, Dealer in Antiques Aug 20 Kersey, Ipswich

WAITER, SELINA MARY, Glenparke rd, Forest Gate Sept 1 Yelding & Co, Vincent sq  
WALFORD, ROY CHARLES, Brighton Sept 1 Lowe & Co, Temple gdns  
WARD, EMMELINE, Boscombe, Southampton Sept 1 Angell & Co, Gresham st  
WHEELER, GEORGE TENNANT, Rudolph rd, Kilburn Aug 30 Dell, Basinghall st

*London Gazette.—TUESDAY, July 29.*

BAYLISS, ELI, Birmingham, Hardware Merchant's Clerk Sept 6 Locker, Birmingham  
BELL, Sir WILLIAM JAMES, JP, DL, LLD, St James's pl, Westminster Sept 1 Barrett, Leadenhall st  
BLATHERWICK, JOHN, Chilwell, Notts Sept 1 Woodward, Nottingham  
BOURNE, WILLIAM, Southport, Mercantile Correspondent Sept 15 Hilditch, Manchester  
BRADBURN, EMMA, Wallasey Aug 31 Hosking, Liverpool  
BRAITHWAITE, SARAH JANE, Braithwell, Yorks Sept 6 Marsh & Son, Rotherham  
BROOKE, HENRY CLAPHAM, Headingley, Leeds, Commercial Traveller Sept 8 Harland & Plackett, Leeds  
BURDEN, ROBERT HENRY, Oxford st Aug 26 Edwin & Co, Trinity st, Southwark  
CLARK, WILLIAM JOSEPH, Langdon Park rd, Hornsey Aug 28 King, Ironmonger in  
COLLAM, ELIZA, OXTOBY, Gowlett rd, East Dulwich Aug 25 Batten & Co, Victoria st, Westminster  
COOPER, ROBERT, Hyde, Chester, Corn Merchant Aug 30 Garside & Co, Hyde  
COPE, THOMAS HENRY, Colwyn Bay, Denbigh, Tobacco Manufacturer Oct 31 Jones & Ross, Liverpool  
COWTON, THOMAS, Scarborough, Grocer Sept 1 W & W S Drawbridge, Scarborough  
CREIGHTON, FITZMAURICE, Southampton Aug 30 Morris & Bristow, Bedford row  
CROSSLER, FRANCES HANNAH, Portsdown rd, Maida Vale Aug 30 Thwaites & Thompson, Chancery in  
DIBBS, MATILDA ELIZABETH, Brighton Aug 30 Westbrook, Brighton  
DOUGLAS, ALFRED ALLAN, Scarsdale villas, Kensington, Barrister at Law Sept 20  
Slide, Queen Victoria st  
EWINGSON, JOSEPH, St Ann's Hill, Wandsworth, Licensed Victualler Sept 5 Loxley & Co, Cheapside  
EYRE, JANE, Normanton on Trent, Notts Aug 25 Hodgkinson & Beevor, Newark on Trent  
EYRE, WILLIAM, Normanton on Trent, Notts Aug 25 Hodgkinson & Beevor, Newark on Trent  
FOAT, STEPHEN, Margate Aug 30 Boys & Maughan, Margate  
GARRATT, JOHN, Hatchifice on Soar, Notts, Farmer Aug 9 Simpson & Lee, Nottingham  
GILBERT, WILLIAM HENRY SAINSBURY, Queen st, Cheapside Aug 25 Cannon & Co, Norfolk House, Norfolk st  
GULLY, Commander HENRY LAWRENCE, Tichfield Common, Hants Aug 30 Russell & Co, Norfolk st  
HARDCastle, ANNE, Foulis ter, Onslow gdns Sept 14 Baileys & Co, Berners st  
HENSHAW, SAMUEL ROBINSON, Liverpool, Plumber Sept 1 Tyrer & Co, Liverpool  
HESTER, THOMAS NOBLE, Canfield gdns, Hampstead Aug 30 Boys & Maughan, Margate  
HUDSWELL, MARY GRACE, Leeds Sept 8 Harland & Plackett, Leeds  
JOHNSON, ONEPHORUS, Ramsgate Aug 30 Gomm, Margate  
KEMP, ARTHUR HENRY, Manchester, Draper Sept 4 Lawson & Co, Manchester  
KILWORTH, JOHN, Bruntingthorpe, Leicester, Blacksmith Aug 18 Harding & Barnett, Leicestershire  
LOVERING, ARTHUR BURRITT, Bodmin, Cornwall Aug 30 James, Clement's inn  
MORGAN, CHARLES EDWARD, Roland gdns, South Kensington Aug 31 Bridges & Co, Red Lion sq  
MOSS, GEORGE WILLOUGHBY, Southport Aug 12 Brown & Co, Southport  
OLDHAM, LEONIE, Boscombe, Bournemouth Sept 10 French & Haines, Boscombe  
PARRISH, MARTHA ANN, Queensbury, nr Bradford Aug 27 Elliott, Bradford  
PLENDERLEATH, MARGARET ELIZABETH JANE, Blyth, Dawlish, Devon Sept 1 Clapp, Exeter  
PRESCOTT, COMPTON WILLIAM, Kidlington, Oxford, Commission Agent Aug 31 Ballard, Oxford  
SMEEDON, ARTHUR, Ringmore, nr Teignmouth, Gardener Sept 16 Rigbey, Birmingham  
SMITH, CLARA, Sheffield Aug 23 Smith & Co, Sheffield  
TRAILL, ALICE MARY, Richmond, Surrey Sept 21 Paines & Co, St Helen's pl  
VINCENT, LETITIA ELIZABETH, Holbeck Sept 1 Mossop & Mossop, Holbeck  
WAREHAM, ELLEN ROSA, South Shields Aug 30 Scott, South Shields  
WILLOUGHBY, HON PERCIVAL R-BERT AUGUSTUS, Kingston, Jamaica Sept 8 Withers & Co, Arundel st  
WOAKES, EDWARD, Farnham, Hants Aug 16 Cooke & Sons, Luton

## Bankruptcy Notices.

*London Gazette.—FRIDAY, July 26.*

### RECEIVING ORDERS.

BALCHIN, JAMES, Wisborough Green, Sussex, Builder Brighton Pet July 21 Ord July 21  
BART, SIMON, Willenhall, Staffs, Draper Wolverhampton Pet July 21 Ord July 21  
BERRY, GEORGE, Ferndale, Glam, Coal Miner Pontypridd Pet July 21 Ord July 21  
BURNS, JOSEPH, Seaton Hirst, Northumberland, Plasterer Newcastle upon Tyne Pet July 22 Ord July 22  
BUCKWORTH, RICHARD, Hallam at High Court Pet Mar 14 Ord July 22  
CHINNIN, BROTHERS, Leyton, Essex, Tobacconists High Court Pet July 22 Ord July 22  
CUNDIFF, F. & SONS, Manchester, Lead Light Makers Manchester Pet June 10 Ord July 23  
CURTIS, WILLIAM HOWLETT, Ilford, Essex, Greengrocer Chelmsford Pet July 19 Ord July 22  
DAVIES, JOHN JAMES, Clydach Vale, Glam, Colliery Timberman Pontypridd Pet July 21 Ord July 21  
DEAR, GARIBALDIN JAMES, Arundel yd, Westbourne rd, Islington, Clerkenwell Pet July 21 Ord July 21  
DEW, GEORGE, Grove rd, Brixton, Commission Agent High Court Pet April 21 Ord July 22  
HEWITT, FRANCIS JAMES, Knightsbridge, Boot Dealer High Court Pet July 23 Ord July 23  
JONES, JOHN, Ynysmeudw, Glam, Colliery Labourer Neath Pet July 22 Ord July 22  
KING, WILFRED NORMAN, Nuneaton, Ironfounder Coventry Pet June 23 Ord July 22  
LEECH, MONTAGUE FREDERICK CHARLES, Canterbury, Tobacconist Canterbury Pet July 22 Ord July 22  
MACHIN, LEONARD THOMAS PHILIPS, Cotham, Bristol, Ironmonger Bristol Pet July 22 Ord July 22  
MANDELBOM, MARKS, Hoxton sq, Cabinet Maker High Court Pet July 22 Ord July 22  
MILLIFER, EDWARD JOSEPH, Clerkenwell rd, Stationer High Court Pet July 23 Ord July 23  
MURDOCH, H. CAMPBELL, Stepney High Court Pet May 1 Ord July 23

NAYLOR, OLIVER, Sheffield, Credit Draper Sheffield Pet July 23 Ord July 23  
NICHOLLS, ALFRED JOHN, Ynyshir, Glam, Oil Merchant Pontypridd Pet July 21 Ord July 21  
PAGE, ELIZABETH JANE, Blackpool Shrewsbury Pet June 18 Ord July 23  
PIDLER, SARAH JANE, Instow, Devon Barnstaple Pet July 11 Ord July 21  
POOKE, ARTHUR HENRY, Staple Hill, Gloucester, Coal Merchant Bristol Pet July 22 Ord July 22  
PRIMHAK, PHILLIPS, St Mark's sq, Dalston, Ladies' Tailor High Court Pet July 1 Ord July 23  
ROGERS, EBENEZER, Adelphi st, Strand High Court Pet June 30 Ord July 21  
SMITH, FRANK, Loughborough, Barge Owner Leicester Pet July 22 Ord July 22  
SMITH, THOMAS, Bedminster, Bristol, Tarpaulin Manufacturer Bristol Pet July 21 Ord July 21  
SPOKES, ALBERT HENRY, and HAROLD ARTHUR SPOKES, Birmingham, Pawnbroker Birmingham Pet July 23 Ord July 23  
STILL, CHARLES HENRY, Croydon, Cattle Dealer Croydon Pet July 22 Ord July 22  
WALKER, LOUIS REGINALD, Pontefract, Licensed Victualler Wakefield Pet July 21 Ord July 21  
WILLIS, JOHN VICKERS, The Parade, Golder's Green, Decorator Barnet Pet July 18 Ord July 18

### RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

HENNESSY, PHILIP, Crawley, Sussex High Court Rec Ord Mar 28 Pet Feb 24 Rose & Dia July 11

### FIRST MEETINGS.

BALCHIN, JAMES, Wisborough Green, Sussex, Builder Aug 2 at 12, 12a, Marlborough pl, Brighton  
BANT, SIMEON, Willenhall, Staffs, Draper Aug 7 at 12 Off Rec, 30, Lichfield st, Wolverhampton  
BERRY, GEORGE, Ferndale, Glam, Coal Miner Aug 6 at 11.15 Off Rec, St Catherine's chmrs, St Catherine st, Pontypridd  
BUCKWORTH, RICHARD, Hallam at Aug 7 at 1 Bankruptcy bldgs, Carey st

CHADWICK, JOHN, St Anne's on the Sea, Lancs, Solicitor Aug 5 at 11 Off Rec, Greaves st, Oldham  
CHINKIN, BROS, (a firm), Leyton, Essex, Tobacconists Aug 7 at 12.30 Bankruptcy bldgs, Carey st  
DAVIES, JOHN JAMES, Clydach Vale, Glam, Colliery Timberman Aug 6 at 12 Off Rec, St Catherine's chmrs, St Catherine st, Pontypridd  
DEAR, GARIBALDIN JAMES, Westbourne rd, Islington, Carman Aug 7 at 11.30 Bankruptcy bldgs, Carey st  
DEW, GEORGE, Grove rd, Brixton, Commission Agent Aug 7 at 12.30 Bankruptcy bldgs, Carey st  
DURRANT, STANLEY UTTING, Kessingland, Suffolk, Draper Aug 5 at 12.30 Off Rec, 8, King st, Norwich  
ENFIELD, EDWARD DIXON, Godmanchester, Hunts, Farmer Aug 5 at 2 The George Hotel, Huntingdon  
GRAINGER, FREDERICK COLLINS, Mayland, nr Maldon, Essex Aug 6 at 3 Off Rec, 14, Bedford row  
HEWITT, FRANCIS JAMES, Knightsbridge, Boot Dealer Aug 6 at 1 Bankruptcy bldgs, Carey st  
JARVIS, AMELIA ELIZABETH, Farborough, Hants Aug 5 at 11, 12, York rd, Westminster Bridge rd  
LIMCH, MONTAGU FREDERICK CHARLES, Canterbury, Tobacconist Aug 2 at 12, 6a, Castle st, Canterbury  
LEES, JAMES, Higher Broughton, Salford, Asbin Manufacturer Aug 2 at 10.30 Off Rec, Byrom st, Manchester  
MANDELBOM, MARKS, Hoxton sq, Cabinet Maker Aug 7 at 11 Bankruptcy bldgs, Carey st  
MASTERMAN, HORACE PERCY, Berkhamsted, Herts, Draper Aug 5 at 12, 1, St Algate's, Oxford  
MILLIFER, EDWARD JOSEPH, Clerkenwell rd, Stationer Aug 6 at 11.30 Bankruptcy bldgs, Carey st  
MILLAR, JOHN, Haverfordwest, Builder Aug 8 at 11.45 Temperance Hall, Pembroke Dock  
MURDOCH, H. CAMPBELL, Stepney Aug 6 at 12 Bankruptcy bldgs, Carey st  
NICHOLLS, ALFRED JOHN, Ynyshir, Glam, Oil Merchant Aug 6 at 11.45 Off Rec, St Catherine's chmrs, St Catherine st, Pontypridd  
PAGE, ELIZABETH JANE, Madeley, Salop Aug 9 at 12.30 Off Rec, 22, Swan hill, shrewsbury  
PLEDGE, WALTER DANIEL, Ashford, Kent, Cattle Dealer Aug 2 at 11.30 68a, Castle st, Canterbury

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

22, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

## POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.



PRIMHAK, PHILLIPS, &c Mark's sq, Dalton, Ladies' Tailor Aug 6 at 11 Bankruptcy bldgs, Carey st QUIRE, PETER GIBSON, Workington Motor Engineer Aug 6 at 3.15 Court House, Workington ROGERS, EBENEZER, Adelphi ter, Strand Aug 6 at 12 Bankruptcy bldgs, Care st SIMPSON, ALFRED ROBINSON, Darlington, Fish Dealer Aug 5 at 11.30 Off Rec, Court chmbr, Albert rd, Middlesbrough SMITH, FRANK, Longbrough, Barge Owner Aug 2 at 11 Off Rec, 1, Berridale st, Leicester STILL, CHARLES HENRY, Croydon, Cattle Dealer Aug 5 at 11.30 132, York rd, Westminster Bridge rd THOMAS, ERNEST MAURICE, Chatham Aug 5 at 3 115, High st, Rochester WALKER, LOUIS REGINALD, Pontefract, York, Licensed Victualler Aug 7 at 10.30 Off Rec, 21, King st Wakefield WILLIS, JOHN VICKERS, Golders Green, Decorator Aug 6 at 12 Off Rec, 14, Bedford tow

## ADJUDICATIONS.

ASSERJOHN, BERNARD, and BENJAMIN ASSERJOHN, Finsbury prest, Dealers in Fancy Goods High Court Pet Mar 11 Ord July 21 BALCHIN, JAMES, Wisborough Green, Sussex, Builder Brighton Pet July 21 Ord July 21 BANT, SIMEON, Willenhall, Staffs, Draper Wolverhampton Pet July 21 Ord July 21 BEER, GEORGE, Forndale, G'asm, Coal Miner Pontypridd Pet July 21 Ord July 21 BENNS, JONATHAN, Seaton Hirst, Northumberland, Plasterer Newcastle upon Tyne Pet July 22 Ord July 22 CURTIS, WILLIAM HOWLETT, Ilford, Essex, Greengrocer Chelmsford Pet July 19 Ord July 22 DAVIES, JOHN, Swansea, Confectioner Swan ea Pet June 20 Ord July 21 DAVIES, JOHN JAMES, Clydach Va's, Glam, Colliery Timberman Pontypridd Pet July 21 Ord July 21 EDWARDS, HENRY CLAUDE, Wolverhampton, Estate Agent, Wolverhampton Pet June 23 Ord July 21 EDWARDS, L. F., High st, Wandsworth, Clothier Wandsworth Pet June 24 Ord July 22 FAULKNER, ALBERT BROWN, Harrogate, Automobile Engineer York Pet July 17 Ord July 22 FERGUSON, ALFRED JAMES, Green st, Metherall Green, Tobacco Dealer High Court Pet June 19 Ord July 22 GOULDING, BENJAMIN, Great basternt at Shoreditch, Fancy Goods Merchant High Court Pet July 4 Ord July 23 HEWITT, FRANCIS JAMES, Knightsbridge, Boot Dealer High Court Pet July 23 Ord July 23 HORRELL, JEREMIAH, Doughty st, Guildford st, Boarding House Keeper High Court Pet June 24 Ord July 23 JONES, JOHN, Ynysmeudw, Glam, Colliery Labourer Neath Pet July 22 Ord July 22 LEIGH, MONTAGUE FREDERICK CHARLES, Canterbury Tbaconist Canterbury Pet July 22 Ord July 22 MACHIN, LEONARD THOMAS PHIPPS, Colham, Bristol Ironmonger Bristol Pet July 22 Ord July 22 MACKAY, JOHN F., Charing cross, High Court Pet June 9 Ord July 23 MANDELSON, MARKS, Hoxton sq, Cabinet Make: High Court Pet July 23 Ord July 22 MAZZA, MOSES, Aldermanbury, Skipper High Court Pet May 14 Ord July 23 MILIFFE, EDWARD JOSEPH, Clerkenwell rd, Stationer High Court Pet July 23 Ord July 23 MURRAY, DAVID STANLEY, St Marc Ave, Traveller High Court Pet June 17 Ord July 23 NAYLOR, OLIVER, Sheffield, Credit Draper Sheffield Pet July 23 Ord July 23 NICHOLLS, ALFRED JOHN, Ynysmeudw, Glam, Oil Merchant Pontypridd Pet July 21 Ord July 21 OLIVER, WILLIAM SLADE, Willesden, Willesden, Consulting Engineer High Court Pet May 28 Ord July 23 POOLE, ARTHUR HENRY, Bristol, Coal Merchant Bristol Pet July 22 Ord July 22 POWELL, VINCENT JOSEPH, Liverpool, Dentist Liverpool Pet June 15 Ord July 21 ROSEN, M., Wolverhampton, Furnisher Wolverhampton Pet June 23 Ord July 21 SMITH, THOMAS, Bedminster, Bristol, Tarpaulin Manufacturer Bristol Pet July 21 Ord July 21 TANNETT, WALKER, ARTHUR TANNETT, Leeds, Leeds Pet April 8 Ord July 23 WALKER, CHARLES, Coventry, Mining Contractor Coventry Pet July 8 Ord July 22

WALKER, LOUIS REGINALD, Pontefract, York, Licensed Victualler Wakefield Pet July 21 Ord July 21 WATSON, ROBERT WILLIAM, Ripon, Farmer Northallerton Pet June 26 Ord July 23 WILLIS, JOHN VICKERS, Golders Green, Decorator Barne Pet July 18 Ord July 18

Amended Notice substituted for that published in the London Gazette of July 18:

TAYLOR, WILLIAM HERBERT, Rialty, Derby, Engineer Derby Pet July 14 Ord July 14

Amended Notice substituted for that published in the London Gazette of July 22:

BLOOMER, RICHARD, Bilton, Staffs, Baker Wolverhampton Pet July 17 Ord July 17

## ADJUDICATION ANNULLED.

LONGDALE, HERBERT, St Annes on the Sea, Lancs, Print and Font Merchant Manchester Adjud Feb 12, 1912 Annull July 15, 1913

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

JOLLIFFE, TOM ANDREW, Clarence Gate gdns, Baker st, High Court Rec Nov 6, 1908 Pet July 6, 1908 Adjud Nov 27, 1908 Rec, Annull & Dis June 27, 1913

*London Gazette.—TUESDAY, July 29.*

## RECEIVING ORDERS.

ARAKELIAN, BEDROS, Buxton, Derby Preston Pet July 24 Ord July 24

BAREY, GEORGE, Fallowfield, Manchester, Forwarding Agent Manchester Pet July 10 Ord July 25

BELL, DAVID, Bishop's Hull, Taunton, Cattle Dealer, Taunton Pet July 24 Ord July 24

CARVER, JONAH HENRY, Roundhay, Leeds, Joiner Leeds Pet June 24 Ord July 25

FREELEY, RONALD THOMAS, Dover High Court Pet June 21 Ord July 25

GARFORTH, SAMUEL, Senr, Menston, Yorks, Licensed Hawker Leeds Pet July 25 Ord July 25

GLYN, CLAYTON L., Late Lamberts Sheering, Harlow, Essex Aug 8 at 12.30 Bankruptcy bldgs, Carey st

HIND, SYDNEY BERNARD, Westclif on Sea, Essex, Commercial Traveller Aug 8 at 12 Off Rec, 14, Bedford

TOW

JOHNSON, FREDERICK THOMAS, Newham, Cambridge, Electrical Engineer Aug 6 at 11.30 Off Rec, 5, Petty Cury, Cambridge

JONES, JOHN, Ynysmeudw, Glam, Colliery Labourer Aug 7 at 11 Off Rec, Government bldgs, St Mary's st Swansea

JONES, THOMAS, Llithfaen, Pwllheli, Carnarvon, Farmer Aug 7 at 12 Crypt chmbrs, Chester

MACHIN, LEONARD THOMAS PHIPPS, Cotham, Bristol, Ironmonger Aug 6 at 12.45 Off Rec, 26, Baldwin st, Bristol

MATTHEWS, FRANK M., Waterloo pl, Financier Aug 8 at 1 Bankruptcy bldgs, Carey st

MAXWELL, J. T., Tunbridge Wells, Dealer in Oriental Goods Aug 6 at 12.12 Marlborough pl, Brighton

NAYLOR, OLIVER, Sheffield, Credit Draper Aug 8 at 12.30 Off Rec, Figtree in Sheffield

PIDLER, SARAH JANE, Fullmoor, Instow, Devon, Farmer Aug 7 at 3.30 94, High st, Barnstaple

POOLE, ARTHUR HENRY, Staple Hill, Glos, Coal Merchant Aug 6 at 12 Off Rec, 26, Baldwin st, Bristol

PRESTON, WILMER, Co'ne, Laces, Furniture Dealer Aug 6 at 10.45 Off Rec, 13, Winckley st, Preston

PURDY, JOHN ROBERT, South Shore, Blackpool, Manager Aug 6 at 10.30 Off Rec, 13, Winckley st, Preston

ROBINSON, ABRAHAM, High st, Islington Aug 7 at 11 Bankruptcy bldgs, Carey st

SCOTT, JOHN O., Newcastle upon Tyne, Coal Contractor Aug 7 at 2 Off Rec, 30, Mosley st, Newcastle upon Tyne

SMITH, THOMAS, Bedminster, Bristol, Tarnaulin Manufacturer Aug 6 at 11.45 Off Rec, 26, Baldwin st, Bristol

SPOKES, ALBERT HENRY, and ARTHUR HAROLD SPOKES, Birmingham, Pawnbrokers Aug 8 at 11.30 Bunkin chmbrs, 191, Corporation st, Birmingham

WILLIAMS, JOHN, Birmingham, Baker Aug 8 at 12 Bunkin chmbrs, 191, Corporation st, Birmingham

WOOD, J. J., Winchcombe, Glos, Agricultural Implement Maker Aug 7 at 12 Bankruptcy bldgs, Carey st

WOODHOUSE, THOMAS STEAD JAMES, St John st, Provision Dealer Aug 7 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ARAKELIAN, BEDROS, Buxton, Derby Preston Pet July 23 Ord July 24

BELL, DAVID, Bishop's Hull, Taunton, Cattle Dealer

Taunton Pet July 24 Ord July 24

CHINKIN, ISRAEL, Leyton, Essex, Tobacconist High Court Pet July 2 Ord July 24

DEER, GAMBALDIN JAMES, Arundel yd, Westbourne rd, Islington, Camran High Court Ord July 24

DEW, GEORGE, FREDERICK, Grove rd, Brixton, Commission Agent High Court Pet April 21 Ord July 25

GARFORTH, SAMUEL, senr, Menston, Yorks, Licensed Hawker Leeds Pet July 25 Ord July 25

GIBBS, ARTHUR WHITE, St Dunstan's Hill High Court Pet April 16 Ord July 25

GOODFELLOW, ROBERT, Probus Mill, Probus, Cornwall, Miller Truro Pet July 24 Ord July 24

KING, WILFRED NORMAN, Chivers Coton, Nuneaton, Warwick, Ironfounder Coventry Pet June 23 Ord July 26

PAGE, ELIZABETH JANE, Blackpool, Butcher Shrewsbury Pet June 18 Ord July 26

RYE, ALFRED, Cambridge, Builder Cambridge Pet July 25 Ord July 25

STILL, CHARLES HENRY, Croydon, Surrey, Cattle Dealer Croydon Pet July 22 Ord July 25

SWAINSON, JOSEPH, Chorlton cum Hardy, Lancs, Electrical Contractor Manchester Pet July 26 Ord July 26

SYMONS, WILLIAM, Braintree, Devon, Outfitter, Barnstaple Pet July 24 Ord July 24

THOMPSON, JOHN ERINGTON, Stanwix, Carlisle, Courier Carlisle Pet July 26 Ord July 26

VAILE, P. A., Southampton st, Holborn, Journalist High Court Pet May 11 Ord July 24

VAN DE PELLE, GEORGES, Cossington, Leicester, House Agent Leicester Pet July 9 Ord July 24

WILLIAMS, JOHN, Birmingham, Baker Birmingham Pet July 25 Ord July 25

WITTOFF, ERNEST AUGUST, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet July 26 Ord July 26

Amended Notice substituted for that published in the London Gazette of 22nd July.

HEIDMICH, JOHN PETER, Oxford, Wafer Oxford Pet July 15 Ord July 15

## FIRST MEETINGS.

ANTHONY, ELIAS RICHARD, Cambridge, Baker Aug 6 at 12 Off Rec, 5, Petty Cury, Cambridge

ARAKELIAN, BEDROS, Buxton, Derby Aug 6 at 11 Off Rec, 18, Winckley st, Preston

BENNS, JOSEPH, Seaton Hirst, Northumberland, Plasterer Aug 7 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

BIRCH, GILBERT FITZROY, Fargate, Sheffield, Timber Merchant Aug 8 at 12 Off Rec, Figtree in, Sheffield

BULTRAUX & CO, Mincing ln, Merchants Aug 12 at 12 Bankruptcy bldgs, Carey st

DACK, MILES FRANCIS, Nottingham, Baker Aug 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

FREELEY, RONALD THOMAS, Dover Aug 8 at 11 Bankruptcy bldgs, Carey st

GARFORTH, SAMUEL, senr, Menston, Yorks, Licensed Hawker Aug 7 at 11 Off Rec, 24, Bond st, Leeds

GLYN, CLAYTON L., Late Lamberts Sheering, Harlow, Essex Aug 8 at 12.30 Bankruptcy bldgs, Carey st

HIND, SYDNEY BERNARD, Westclif on Sea, Essex, Commercial Traveller Aug 8 at 12 Off Rec, 14, Bedford

TOW

JOHNSON, FREDERICK THOMAS, Newham, Cambridge, Electrical Engineer Aug 6 at 11.30 Off Rec, 5, Petty Cury, Cambridge

JONES, JOHN, Ynysmeudw, Glam, Colliery Labourer Aug 7 at 11 Off Rec, Government bldgs, St Mary's st Swansea

JONES, THOMAS, Llithfaen, Pwllheli, Carnarvon, Farmer Aug 7 at 12 Crypt chmbrs, Chester

MACHIN, LEONARD THOMAS PHIPPS, Cotham, Bristol, Ironmonger Aug 6 at 12.45 Off Rec, 26, Baldwin st, Bristol

MATTHEWS, FRANK M., Waterloo pl, Financier Aug 8 at 1 Bankruptcy bldgs, Carey st

MAXWELL, J. T., Tunbridge Wells, Dealer in Oriental Goods Aug 6 at 12.12 Marlborough pl, Brighton

NAYLOR, OLIVER, Sheffield, Credit Draper Aug 8 at 12.30 Off Rec, Figtree in Sheffield

PIDLER, SARAH JANE, Fullmoor, Instow, Devon, Farmer Aug 7 at 3.30 94, High st, Barnstaple

POOLE, ARTHUR HENRY, Staple Hill, Glos, Coal Merchant Aug 6 at 12 Off Rec, 26, Baldwin st, Bristol

PRESTON, WILMER, Co'ne, Laces, Furniture Dealer Aug 6 at 10.45 Off Rec, 13, Winckley st, Preston

PURDY, JOHN ROBERT, South Shore, Blackpool, Manager Aug 6 at 10.30 Off Rec, 13, Winckley st, Preston

ROBINSON, ABRAHAM, High st, Islington Aug 7 at 11 Bankruptcy bldgs, Carey st

SCOTT, JOHN O., Newcastle upon Tyne, Coal Contractor Aug 7 at 2 Off Rec, 30, Mosley st, Newcastle upon Tyne

SMITH, THOMAS, Bedminster, Bristol, Tarnaulin Manufacturer Aug 6 at 11.45 Off Rec, 26, Baldwin st, Bristol

SPOKES, ALBERT HENRY, and ARTHUR HAROLD SPOKES, Birmingham, Pawnbrokers Aug 8 at 11.30 Bunkin chmbrs, 191, Corporation st, Birmingham

WILLIAMS, JOHN, Birmingham, Baker Aug 8 at 12 Bunkin chmbrs, 191, Corporation st, Birmingham

WOOD, J. J., Winchcombe, Glos, Agricultural Implement Maker Aug 7 at 12 Bankruptcy bldgs, Carey st

WOODHOUSE, THOMAS STEAD JAMES, St John st, Provision Dealer Aug 7 at 1 Bankruptcy bldgs, Carey st

ADJUDICATION ANNULLED.

HOBDSON, HAROLD, Southsea, Hants, Engineer Lieutenant Portsmouth Adjud Nov 10, 1910 Annull July 17, 1913

## 204th Year of the Office.

## The Oldest Insurance Office in the World



**SUN FIRE OFFICE**  
FOUNDED 1710.  
HEAD OFFICE:  
63, THREADNEEDLE ST., E.C.  
Insurances effected on the following risks:-  
**FIRE DAMAGE.**  
RESULTANT LOSS OF RENT AND PROFITS.  
EMPLOYERS' LIABILITY and PERSONAL ACCIDENT.  
WORKMEN'S COMPENSATION, SICKNESS and DISEASE  
including ACCIDENTS TO BURGLARY,  
DOMESTIC SERVANTS. PLATE GLASS.  
**FIDELITY GUARANTEE.**

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

Amended Notice substituted for that published in the London Gazette of 22nd July.

HEIDMICH, JOHN PETER, Oxford, Wafer Oxford Pet July 15 Ord July 15

ADJUDICATION ANNULLED.

HOBDSON, HAROLD, Southsea, Hants, Engineer Lieutenant

Portsmouth Adjud Nov 10, 1910 Annull July 17, 1913

